Case 22-90341 Document 1509 Filed in TXSB on 12/05/23 Page 1 of 35

# IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION

	§	
In re:	§	Chapter 11
	§	
CORE SCIENTIFIC, INC., et al.,	§	Case No. 22-90341 (CML)
	§	
	§	(Jointly Administered)
Debtors. <sup>1</sup>	§	

### AFFIDAVITS OF PUBLICATION

On November 17, 2023, the Court entered the Notice of (I) Conditional Approval of Disclosure Statement, (II) Approval of (A) Solicitation and Voting Procedures and (B) Notice Procedures for the Assumption or Rejection of Executory Contracts and Unexpired Leases; (III) Combined Hearing to Consider Final Approval of Disclosure Statement and Confirmation of Plan; and (IV) Establishing Notice and Objection Procedures for Final Approval of Disclosure Statement and Confirmation of Plan [Docket No. 1448] (the "Combined Hearing Notice").

Between November 21, 2023 and November 29, 2023, ten newspapers timely published the approved Combined Hearing Notice, copies and corresponding affidavits of which are attached hereto as **Exhibit A** through **Exhibit J**,

Exhibit A: Austin American Statesman

Exhibit B: Cherokee Scout

Exhibit C: Dalton Daily Citizen

Exhibit D: Denton Record Chronicle

Exhibit E: Grand Forks Herald

Exhibit F: Muskogee Phoenix Exhibit G: Odessa American

Exhibit H: Pecos Enterprise

Exhibit I: The Lake News

Exhibit J: Wall Street Journal National Edition

Dated: December 5, 2023

/s/ James Nguyen-Phan
James Nguyen-Phan
STRETTO
410 Exchange, Suite 100
Irvine, CA 92602
(714) 616-5380
James.Nguyen-Phan@Stretto.com

Case 22-90341 Document 1509 Filed in TXSB on 12/05/23 Page 2 of 35

## Exhibit A

Austin American Statesman Affidavit of Publication

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Austin American-Statesman PO Box 631667 Cincinnati, OH 45263-1667

### **PROOF OF PUBLICATION**

Gus Egloff Miller Advertising - Legal 909 3Rd AVE # 15

New York NY 10022-4745

STATE OF TEXAS, COUNTIES OF BASTROP, BELL, BLANCO, BURNET, CALDWELL, COMAL, CORYELL, FAYETTE, GILLESPIE, GUADALUPE, HAYS, KERR, LAMPASAS, LEE, LLANO, MILAM, TRAVIS & WILLIAMSON

The Austin American Statesman, a newspaper that is generally circulated in the counties of Bastrop, Bell, Blanco, Burnet, Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Travis and Williamson, State of Texas, printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

ACO American Statesman 11/22/2023

and that the fees charged are legal. Sworn to and subscribed before on 11/22/2023

Legal Clerk

Notary, State of WI, County of Brown

My commision expires

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9541290

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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY Notary Public State of Wisconsin

### Case 22-90341 Document 1509 Filed in TXSB on 12/05/23 Page 4 of 35

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## Govt Public Notices

way, City Hall 1102 Lohmans Crossing Road, Lakeway, TX 78734 until 2:00 p.m. (CST)
January 12th, 2024. Any
proposals received after the
closing time will not be
accepted for consideration
and will be returned unopened.

unopened.

A non-mandatory preproposal meeting will be
held at 9:00 a.m., December
19, 2023, at City of Lakeway
Police Department, 1941
Lohmans Crossing Rd,
Lakeway, TX 78734. The virtual pre-proposal confer-ence information will be posted on the City of Lake-way Purchasing Website. All proposals must be clearly marked on the outside with the following: "RFP NO. 24-0504 CITY OF LAKEWAY CAD/RMS".

Proposal documents may be obtained free of charge at the City of Lakeway, 1102 Lohmans Crossing Road, Lakeway, TX 78734, Ruena Victorino, ruenavictorino@lakeway-tx gov. or Victorino, ruenavic-torino@lakeway-tx.gov, or the City's website at the City's websi https://www.lakeway-

tx.gov/bids Nov. 15, 22, 2023 #9514493

## Public Notices

The City of Pflugerville, Texas will begin soliciting Competitive Sealed Proposals starting Wednesday, November 15, 2023, for furnishing all labor, materials tools and equipment and als, tools, and equipment and performing all work required for the Weiss Lane and Pleasanton Parkway Traffic Signal Improvement. Signal Improvement. Competitive Sealed Proposals will be received until 2:00 p.m. on Thursday, December 14th, 2023. This project consists of the installation of a new traffic signal system. Copies of the specifications

Copies of the specifications and construction documents will be on file and may be examined at the following location starting Wednesday, November 15th, 2023:

- www.civcastusa.com,
Project ID – "Weiss Lane
and Pleasanton Parkway
Traffic Signal Improve-

Competitive Sealed Propos

### Public Notices Public Notices

Civcast until 2:00 p.m. on Thursday, December 14th, 2023, at which time they will be opened and read aloud virtually. Hard copies will not be accepted for this solicitation. Refer to the project information on Civcast for more details on how to attend the virtual Proposal Opening. A nonmandatory pre-proposal mandatory pre-proposal meeting for the project will be held virtually Thursday, November 30th, 2023 at 2:00 p.m. Also refer to Civcast for pre-proposal meeting infor-

mation. The City of Pflugerville reserves the rights to reject any and all proposals and to

**General** 

waive any informalities in proposals received; to eliminate a portion of the work or add additional work as and additional work as required to keep the total contract amount within the funds budgeted; the right to award any parts or combination of parts of the project it deems necessary; and any other rights established under the laws of the State of Texas.

November 22,29, December 14, 2023 9528812

**Submit a Legal Public Notice** 



### **REQUEST FOR PROPOSALS RFP 2023-11** TRAIL REFRESH

Sealed proposals will be received at the offices of the City Manager, Village of the Hills, 102 Trophy Drive, The Hills, 102 Trophy Drive, The Hills, TX 78738 until 2:00 pm on Friday November 24, 2023. Any proposals received after the deadline will not be accepted for consideration and will be returned unopened.Please contact City Manager, Dean Huard for scope of work details at deanhuard@thehillstx.gov. All proposals must be clearly marked with the following:

RFP 2023-11 Trail Refresh.Questions regarding this proposal must not be directed to City Councilmembers. committee members, or other staff at the Hills. Clarification requests will not be accepted by telephone All responses to clarification requests will be provided to all proposers in writing by email. Questions pertaining to this proposal must be received no later than five (5) calendar days prior to the proposal deadline. Site visits available by appointment.

## REQUEST FOR PROPOSALS RFP 2023-02 LANDSCAPING SERVICES

Sealed proposals will be received at the Offices of theCity Manager, Village of the Hills, 102 Trophy Drive, The Hills, TX 78738until 2:00 pm on riday November 24, 2023. Any proposals received after the deadline will not be accepted for consideration and will be returned unopened. Please contact City Manager Dean Huard, at deanhuard@thehillstx.gov for scope of work details.All proposals must be clearly marked with the following: RFP 2023-02 Landscaping Services.

Questions regarding this proposal must not be directed to City Council Members, committee members, or other staff at the Hills. Clarification requests will not be accepted by telephone. All responses to clarification requests will be provided to all proposers in writing by email. Questions pertaining to this proposal must be received no later than five (5) calendar days prior to the proposal deadline. Site visits available by appointment.





You can't always lie down in bed and sleep. Heartburn, cardiac problems, hip or back aches – and dozens of other ailments and worries. Those are the nights you'd give anything for a comfortable chair to sleep in: one that reclines to exactly the right degree, raises your feet and legs just where you want them, supports your head and shoulders properly, and <u>operates at the touch</u>

Our Perfect Sleep Chair® does all that and more. More Our Perfect Sleep Chair® does all that and more. More than a chair or recliner, it's designed to provide total comfort. Choose your preferred heat and massage settings, for hours of soothing relaxation. Reading or watching TV? Our chair's recline technology allows you to pause the chair in an infinite number of settings. And best of all, it features a powerful lift mechanism that tilts the entire chair forward, making it easy to stand. You'll love the other benefits, too. It helps with correct spinal alignment and promotes back pressure relief, to prevent back and muscle pain. The overstuffed,

Long Lasting DuraLux™ MicroLux™ Microfiber stain & liquid repellent Burgundy

Chocolate Tan

breathable & amazingly soft Blue

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armrests provide enhanced arm support when sitting or reclining. It even has a battery backup in case of a

White glove delivery included in shipping charge. Professionals will deliver the chair to the exact spot in your home where you want it, unpack it, inspect it,

test it, position it, and even carry the packaging away!

You get your choice of Luxurious and Lasting Miralux, Genuine Italian Leather, stain and liquid repellent Duralux with the classic leather look, or plush MicroLux

microfiber, all handcrafted in a variety of colors to fit

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any decor. Call now!

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Because each Perfect Sleep Chair is a made-to-order bedding product it cannot be returned, but if it arrives damaged or defective, at our option we will repair it or replace it. © 2022 Journey Health and Lifestyle.

IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION

In re: \$ Chapter 11
CORE SCIENTIFIC, INC., et al., \$ Case No. 22-90341 (CML)
Debtors¹ \$ (Jointly Administered) NOTICE OF (I) CONDITIONAL APPROVAL OF DISCLOSURE STATEMENT, (II) APPROVAL OF (A) SOLICITATION AND VOTING PROCEDURES AND (B) NOTICE PROCEDURES FOR THE ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (III) COMBINED HEARING TO CONSIDER FINAL APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN; AND (IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR FINAL APPROVAL OF DISCLOSURE

creditor seeks to challenge the Allowed amount of its Claim for voting purposes, such creditor must file with the Court a motion for an order prusuant to Bankupts Quild Jemporarily allow lemporarily allow lemporarily allow lemporarily allow management, transactions, ownership, or operation of the Debtors, the purchase, sale or ing such Claim for voting purposes in a different amount (a "Rule 3018(a) Motion"). Any Rule resistance of the Debtors or the Reorganized Debtors (which includes, for the Inglustic Laim for Volung purposes in a directert amount is, **Ause Soilogal, Motion** J. Any Nules 3018(a) Motion must be filed with the Court not later than 5:00 p.m. (Prevailing Central Time) on December 8, 2023. Upon the filing of any such Rule 3018(a) Motion, such creditor's Ballot shall be counted in accordance with the guidelines provided in the Solicitation and Voting Procedures attached as <u>Exhibit 2</u> to the Disclosure Statement Order, unless temporarily Allowed in a different amount by an order of the Court entered prior to or concurrent with entry of an order confirming the Plan.

6. Objections to Confirmation. The deadline to object or respond to confirmation of the Plan or final approval of the Disclosure Statement is December 15, 2023 at 5:00 p.m. (Prevailing Central Time) (the "Objection Deadline").

the Plan of final approval of the Disclosure Statement is **December 15, 2023 at 5:00 p.m.**(Prevailing Central Time) (the 'Objection Deadline').

7. Form and Manner of Objections to Confirmation. Objections and responses, if any, to confirmation of the Plan of final approval of the Disclosure Statement, must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Bankruptcy Local Rules, and any order of the Court; (iii) set forth the name of the objecting party against the Debtors' estates or property; (iv) provide the basis for the objection and the specific grounds therefor, and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed with the Bankruptcy Court (with proof Feoretica) is 25°C to by mailton or the Bankruptcy Court at Inited State Bankruptcy Court (with proof of service) via ECF or by mailing to the Bankruptcy Court at United States Bankruptcy Court Clerk's Office, United States Courthouse, 515 Rusk Avenue, Courtroom 401, 4th Floor, Houston, Texas 77002, so as to be actually received no later than the Objection Deadline.

 IF AN OBJECTION TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THEN THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND MAY NOT BE HEARD AT THE HEARING Additional Information. Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement, the Plan, or other solicitation materials should contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) materials should contact Shreto tinough (1) e-main at Corescientincinquinces-stretto.com, by writing to Core Scientific, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, or (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.). Interested parties may also review the bisclosure Statement of the Plan free of charge at https://dme.piq11.com/sertasimmons. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: https://www.tss.uscourts.gov/page/bankruptcycourt's website: https://www.tss.uscourts.gov/page/bankruptcycourt's website. A PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER password can be obtained at: https://pacer.uscourts.gov/.

management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes Documents, the New Secured Notes Documents, the New Secured Notes Documents, the New Secured Notes Documents, the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Lan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation of the Plan, the administration and implementation of the Plan, the administration and implementation of the Plan or Confirmation of the Plan or Confirmation of the Plan, the administration and implementation of the Plan or Confirmation o tation of the Plan or Confirmation Order, including the issuance or distribution of securitie tation of the Plan or Conhimation Order, including the issuance or distribution of securities pursuant to the Plan (including) but not limited to, the New Common Interests), or the dis-tribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth in Section 10.6(a) of the Plan (i) shall only be applicable to the maximum extent permitted by law; (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from a act or omission that is judicially determined by a Final Order to have constituted actual frau provided that actual fraud shall not exempt from the scope of these Debtor releases an Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful miscon duct, or gross negligence, (b) releasing any Released Party from Claims or Causes of Action held by the Debtors arising from an act or omission that is determined by a Final Order or by a federal government agency to have constituted a violation of any federal securities laws or (c) releasing any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transaction, or any document, instrument, or agree-ment (including those set forth in the Plan Supplement) executed to implement the Plan. SECTION 10.6(b) RELEASES BY HOLDERS OF CLAIMS AND INTERESTS. Notwithstanding anything containing in the Plan to the contrary as of the Fffer Civile Date for good and value.

Not that a PACER password and login are needed to access documents on the Bankruptcy Courts website. A PACER password can be obtained at: https://pacer.uscourts.gov/.

NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN PLAN

If you (i) vote to accept the Plan, (iii) are olicited to vote to accept or reject the Plan or are presumed to accept the Plan, (iii) vote, or are deemed, to reject the Plan or are presumed to accept the Plan but do not opt out of granting the releases set forth in the Plan (iii) vote, or are deemed, to reject the Plan or are presumed to accept the Plan or in the Confirmation Order, to the fullest extent permissible under of the opportunity to opt out of granting the releases contained in the Plan but do not opt out of granting the releases contained in the Plan but do not opt out of granting the releases contained in the Plan but do not opt out of granting the releases contained in the Plan but do not opt out of granting the releases contained in the Plan but do not opt out of granting the releases contained in the Plan but do not opt out of granting the releases contained in the Plan but do not opt out of granting the releases contained in the Plan but do not opt out of granting the releases contained in the Plan but do not opt out of granting the releases contained in the Plan but do not opt out of granting the releases contained in the Plan but do not opt out of granting the releases contained in the Plan but do not opt out of granting the releases contained in the Plan but do not opt out of granting the releases contained in the Plan or the confirmation or determined to the release of the plan or in the Confirmation Order, to the Released Plants, and the plan or in the Plan or the Plan or the releases of the plan or the Plan

Bankruptcy Court explicitly preserving such setoff or that otherwise indicates that such entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise or (y) such right to setoff arises under a postpectition agreement with the Debtors, pursuant to final Order of otherwise or (y) such right to setoff arises under a postpectition agreement with the Debtors are parties shall be deemed assumed, unless such on a fixed to previously assumed or rejected by the Debtors or pursuant to final Order of otherwise or (y) such right to setoff arises under a postpectition agreement with the Debtors or on before (v) commencing or continuing in any manner any action or other proceeding of any kind on account of or in comection with or with respect to any such Claims or Interests released, settled, and/or treated, entitled to a distribution, or cancelled pursuant to the Plan or other proceeding of any kind on other proceeding of any kind on the proceeding of any kind on the proceeding of any kind on the proceeding of any kind on account of or in commencion with or with respect to any such Claims or Interests released, and/or treated, entitled to a distribution, or cancelled pursuant to the Plan or other proceeding of the Plan (in resolution of securities pursuant to the Plan or other proceeding of the Plan (in resolution of securities pursuant to the Plan or other proceeding of the Plan (in Plan (in resolution of securities pursuant to the Plan or other proceeding of the Plan (in Plan (in resolution of securities pursuant to the Plan or other proceeding of the Plan (in Plan (in resolution of securities pursuant to the Plan or other Plan (in resolution of securities pursuant to the Plan (in Plan (in resolution of securities pursuant to the Plan (in Plan (in resolution of securities pursuant to the Plan (in Plan (in resolution of securities pursuant to the Plan (in P

TOTAL PROPOSAL OF US SOUCHTAND AND VOTTOR PROPOSAL OF US AND VOTTOR manner arising from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, in a management, transactions, ownership, or operation of the Debtors, the purchase, sale or a rising under sections 544 or 548 or 164 bearing under sections of the Debtors or the Reorganized Debtors (which includes, for the or the resistance of any security of the Debtors or the Reorganized Debtors (which includes, for the or the resistance of any security of the Debtors or the Reorganized Debtors (which includes, for the or the resistance of any security of the Debtors or the Reorganized Debtors (which includes, for the or the resistance of any security of the Debtors or the Reorganized Debtors (which includes, for the or the resistance of any security of the Debtors or the Reorganized Debtors (which includes, for the or the resistance of any security of the Debtors or the Reorganized Debtors (which includes, for the or the resistance of any security of the Debtors or the Reorganized Debtors (which includes, for the or the Plan provides that unless otherwise avoidable in the Security of the Debtors or the Reorganized Debtors (which includes, for the or the Plan provides that unless otherwise avoidable or the Plan provides that the Plan pr

ecured Claims, the Notes Agent, and/or Convertible Noteholders, including, without limitation,

### Relevant Definitions Related to Release and Exculpation Provisions: "Exculpated Parties" means each of the following in their capacity south **"Exculpated Parties"** means each of the following in their capacity as such and, in each case, to the maximum extent permitted by law: (i) the Debtors; and (ii) Equity Committee and its members,

each solely in their capacity as such. "Related Parties" means with respect to a Person, that Person's current and former Affiliate: and such Person's and its current and former Affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated vestment funds or investment vehicles, predecessors, participants, successors, and assigns, subidiaries, and each of their respective current and former equity holders, officers, directors, manag-

sidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, fixidiaries, trustees, advisory hoad members, financial advisors, partners, limited partners, general partners, attorneys, accountants, managed accounts or funds, management companies, fund advisors, investment bankers, consultants, representatives, and other professionals, and such Persons respective heirs, executors, estates, and nominees, each in their capacity as such, and any and all other Persons or Entities that may purport to assert any Cause of Action derivatively, byor through the foregoing entities.

"Released Parties" means, collectively: (i) the Debtors; (ii) the Reorganized Debtors; (iii) the Equity Committee and its members that are party to the RSA, solely in their capacities as such; (iv) the Backstop Parties; (v) the Settling Miner Equipment Lenders; (vi) Brown Corporation; (vii) Holliwood LLC; (viii) the Adl Hos therolded riough; (x) the Consenting Creditors; (x) the Exit Lenders; (xi) the Notes Agent, solely in its capacity as such; and (xii) with respect to each of the foregoing Persons in clauses (i) through (xi), all Related Parties. Notwithstanding the foregoing, any Person that opts out of the releases set forth in section 10.6(b) of the Plan shall not be deemed a Released Party thereunder.

"Releasing Parties" means collectively, and in each case solely in their capacity as such; (i)

"Releasing Parties" means collectively, and in each case solely in their capacity as such. (i) by the Debtors or Reorganized Debtors, as the case may be the bebtors; (ii) the Reorganized Debtors; (iii) with respect to each of the foregoing Persons in clauses (i) through (iii), all Related Parties; (iv) the Released Parties; (v) the Holders of all Claims or Interests that vote to accept the Plan; (vi) the Holders of all Claims or Interests that vote to accept the Plan; (vi) the Holders of all Claims or Interests that wo due to accept the Plan; (vi) the Holders of all Claims or Interests that we questions about this Combined Hearing Notice, please con over, or are deemed, to reject the Plan or that are presumed to accept the Plan but do not opt out of granting the releases set forth herein, and (viii) the Holders of all Claims and Interests and all Other (My visiting https://cases.stretto.com/CoreScientific.

Beneficial Owners that were given notice of the opportunity to opt out of granting the releases set

or (b) exclupating any post-Effective Date obligations of any party or Entity under the Plan, or 16 years and property of the plants of the Pl

applicable Cure Amount, and subject to section 7.11 of the Plan, all Other Secured Claims in Class 4 shall be Reinstated. Subject to (i) satisfaction of the conditions set forth in section 7.11 of the Plan, (ii) resolution of any disputes in accordance with section 7.11 of the Plan with respect to th Cure Amounts subject to such disputes, and (iii) the occurrence of the Effective Date, entry of th Confirmation Order by the Bankruptcy Court shall authorize Reinstatement of the Other Secure Claims in Class 4 pursuant to section 1124 of the Bankruptcy Code.

2. Section 7.11 of the Plan stipulates least ten (10) days before the deadline to object t Confirmation of the Plan, the Debtors shall serve a notice on Holders of Other Secured Claims in Class 4 setting forth the proposed Cure Amount (if any) necessary to Reinstate such Claims. Any objection by a Holder of an Other Secured Claim in Class 4 to the proposed Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the notice of proposed Cure Amount, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. Any Holder of an Other Secured Claim in Class 4 that does not timely object to the notice of the proposed Cure Amount hall be deemed to have assented to the Reinstatement of its Claim and the proposed Cure Amount listed therein and shall be shall forever be barred and enjoined from objecting to the Beinstatement of its Claim on the grounds that sections 1124(2)(A), (C), or (D) of the Bankruptcy Code have not been satisfied.

3. Section 7.11 of the Plan further provides that to the extent there is a dispute relating to the Cure Amount, the Debtors may Reinstate the applicable Other Secured Claim prior to the resolution of the Cure Amount dispute; provided that the Debtors or the Reorganized Debtors, as applicable, reserve Cash in an amount sufficient to pay the full amount reasonably asserted as the required Cure Amount by the Holder of the applicable Other Secured Claim (or such smaller amount as may be fixed or estimated by the Bankrupty Court or otherwise agreed to by such Holder and the applicable Reorganized Debtor). Subject to resolution of any dispute regarding any Cure Amount, all Cure Amount Stall be satisfied on the Effective Date, or otherwise agreed to by such Holder and the applicable of the Secured Claim for such smaller amount as may be fixed or estimated by the Bankrupty Court or otherwise agreed to by such Holder and the applicable of the Secured Claim for such smaller amount as may be fixed or estimated by the Bankrupty Court or otherwise agreed to by such Holder and the applicable of the Secur Confirmation of the Plan, the Debtors shall serve a notice on Holders of Other Secured Claims in

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS or Interests that vote to accept the Plan; (vi) the Holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan and do not opt out of granting the releases set forth herein; (vii) the Holders of all Claims or Interests that Interest tha

penencial Uwners that were given notice of the opportunity to opt out of granting the releases set forth herein but did not opt out.

YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Notice of Assumption and Rejection of Executory Contracts and Unexpired Leases

1 Pleases to be called the did not open to the opportunity to opt out of granting the releases set for the releases set for the replacement of the opportunity to opt out of granting the releases set for the opportunity to opt out of granting the releases set for the opportunity to opt out of granting the releases set for the opportunity to opt out of granting the releases set for the opportunity to opt out of granting the releases set for the opportunity to opt out of granting the releases set for the opportunity to opt out of granting the releases set for the opportunity to opt out of granting the releases set for the opportunity to opt out of granting the releases set for the opportunity to opt out of granting the releases set for the opportunity to opt out of granting the releases set for the opportunity to opt out of granting the releases set for the opportunity to opt out of granting the releases set for the opportunity to opt out of granting the releases set for the opportunity to opt out of granting the releases set for the opportunity to opt out of granting the releases set for the opportunity to opt out of granting the release set for the opportunity to opt out of granting the release set for the opportunity to opt out of granting the release set for the opportunity to opt out of granting the release set for the opportunity to opt out of granting the release set for the opportunity to opt out of granting the release set for the opportunity to opt out of granting the release set for the opportunity to opt out of granting the release set for the opportunity to opt out of granting the release set for the opportunity to opt out y any Entity
when tononfirmation
1. Please take notice that, in accordance with Article VIII of the Plan,
of the Plan,
of the Bankruptcy Code, as of and subject to the occurrence of the Efficience of the Ending of the Plan,
of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment
lew Secured
of any applicable Cure Amount, and subject to section 8.5 of the Plan, all Executory Contracts and
Plan, attached as Exhibit A to the Disclosure Statement.



SELL YOUR CAR

BUY A BOAT GET A DATE GET A JOB ADOPT A PET FIND A TREASURE LEARN YOGA

HIRE A HANDYMAN

Find whatever you need. Check out the classified ads everyday.

Case 22-90341 Document 1509 Filed in TXSB on 12/05/23 Page 6 of 35

## **Exhibit B**

Cherokee Scout Affidavit of Publication

## Case 22-90341 Document 1509 Filed in TXSB on 12/05/23 Page 7 of 35

NORTH CAROLINA Cherokee County

CORE SCIENTIFIC BANKRUPTC

### AFFIDAVIT OF PUBLICATION

Before the undersigned, a Notary Public of said County and state, duly commissioned, qualified, and authorized by law to administer oaths, personally appeared David Brown, who being first duly sworn, deposes and says that he is Publisher engaged in the publication of a newspaper known as the

### CHEROKEE SCOUT

published, issued, and entered as second class mail in the City of Murphy, in said County and State, that he is authorized to make this affidavit and sworn statement, that the notice or other legal advertisement, a true copy of which is attached hereto, was published in the CHEROKEE SCOUT on the following dates:

### 11/22/2023

and that the said newspaper in which such notice, paper, document, or legal advertisement was published was, at the time of each and every publication, a newspaper meeting all the requirements and qualifications of Section I-597 of the General Statues of North Carolina and was a qualified newspaper within the meaning of the Section I-597 of the General Statues of North Carolina.

This 22nd day of November, 2023

David Brown

Sworn to and subscribed before me this 22nd day of November, 2023

Notary Public Donna M Getch

My commission expires January 18, 2027

(SEAL)

DONNA M. GETCH Notary Public North Carolina Cherokee County

## Case 22-90341 Document 1509 Filed in TXSB on 12/05/23 Page 8 of 35

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COME SCIENTIFIC, INC., et al., 5 Cust Inc. 22 20041 (CML)
Debters 1, 5 Cust Inc. 22 20041 (CML)
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NOTICE OF () CONTINONAL APPROVAL OF DISCLOSURES
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HEARING TO CONSIDER FINAL APPROVAL OF

STATEMENT AND COMPRIMATION OF PLAN
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2. Combined Mearing. A hearing to consider confirmation of the Plan and first approval of the Disclosure Statement (the "Combined Hearing") has been schodied for December 22, 2022 at 10:20 am. (Prevailing Central Time), botton the Honotable Christopher M. Lopet, United States Statespays the Honotable Christopher M. Lopet, United States Statespays and London Control of the Plance of the Pl

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concurrent with entry of an order confirming the Plan.

6. Objections to Confirmation. The deadline to object or respond to confirmation of the Plan or linel approval of the Disclosure Statement is December 15, 2023 at 5:00 p.m (Prevailing Central Time) (the "Objection Deadline").

7. Form and Manner of Objections to Confirmation

Depictions and reasonants, Ilany, to confirmation of the Plates of the proposed of the Discheros Scharment, mark () is in writing (i) be in writing (i) be in writing (ii) conform to the Statisticapity below and the Statisticapit, Losal Tissue and John Statisticapity below and the Statisticapit, and the Statisticapit and the subsets and amount of Claims or thiswests find to assorted by the objection party against the Deboter estates or against a statisticapit of the Statisticapit of the

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9. Additional Information. Any party in interest which to other information about the acciditation processes to other information about the acciditation processes are all the processes of th

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SECTION 12.5 INJUNICION. Except as otherwise expression and provided in the Plan or the distributions required to be paid or delivered provided in the Plan or the distributions required to be paid or delivered parameter to the Plan or the Confirmation Orice; all the Plan orice; and all other parameter of the Confirmation Orice; and all other parameter of the Confirmation Orice; and all other parameter of the Confirmation Orice; and all Subconditions of the Excellential Orice; the Plan orice of the Confirmation Orice; and all Subconditions of the Confirmation Orice; th

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SECTION 5.77 CARCELLATION OF LIERS.

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Relevant Definitions Related to Release and Exculpation revisions:

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UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT. 6. Plan Supplement. The Deblors will file and serve any supplement to be Plan on or before December 6, 2023.

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CCOTIONACE WITH THIS COMMINED HEARING NOTICE, IT MAY OT BE CONSIDERED WITHE BANKING PYCYOCURT. QUESTIONS: If you have questions about this Combined at cresScientificInquiries@scients. Carbot through (i) — witing to Core circlettific, inc., 1840 Processing Center, or Stetle, inc., 410 Acchange, Suffe 100, Ivrina, CA 282602, (iii) via balephore at (149) — 132 CLUS, Carbot To-Prior Prior (140) To-Prior (

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meanings ascribed to them in the Plan, attached as <u>Exhit</u> Disclosuru Statement. IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION

In re:
CORE SCIENTIFIC, INC., et al.,
Debtors¹

S Chapter 11
Case No. 22-90341 (CML)
S (Jointly Administered)

NOTICE OF (I) CONDITIONAL APPROVAL OF DISCLOSURE STATEMENT, (II) APPROVAL OF (A) SOLICITATION AND VOTING PROCEDURES AND (B) NOTICE PROCEDURES FOR THE ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (III) COMBINED HEARING TO CONSIDER FINAL APPROVAL OF

DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN; AND (IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR FINAL APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN

TO ALL PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF: Debtor, Case Number: Core Scientific Mining LLC, 22-90340 Core Scientific, Inc., 22-90341; Core Scientific Acquired Mining LLC, 22-90342; Core Scientific Operating Company, 22-90343; Radar Relay, Inc., 22-90344; Core Scientific Specialty Mining (Oklahoma) LLC, 22-90345; American Property Acquisition, LLC, 22-90346; Starboard Capital LLC, 22-90347; RADAR LLC, 22-90348; American Property Acquisitions I, LLC, 22-90349; American Property Acquisitions VII, LLC, 22-90350

PLEASE TAKE NOTICE OF THE FOLLOWING: 1. Conditional Approval of Disclosure Statement. On November 14, 2023 the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") held a hearing (the "Conditional Disclosure Statement Hearing") at which it conditionally approved the Disclosure Statement for Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket Statement") of Core Scientific, Inc. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "Debtors"), and thereafter entered an order (the "Disclosure Statement Order") with respect thereto. The Disclosure Statement Order, among other things, authorizes the Debtors to solicit votes to accept the Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1438) (including any exhibits and schedules thereto and as may be

modified, amended, or supplemented, the "Plan").<sup>2</sup>

2. *Combined Hearing*. A hearing to consider confirmation of the Plan and final approval of the Disclosure Statement (the "Combined Hearing") has been scheduled for December 22, 2023 at 10:00 a.m. (Prevailing Central Time), before the Honorable Christopher M. Lopez, United States Bankruptcy Judge, in the Bankruptcy Court. The Combined Hearing may be adjourned or continued from time to time by the Bankruptcy Court or the Debtors, with the consent of the Requisite Consenting Creditors, without further notice other than by a Bankruptcy Court announcement providing for such adjournment or continuation on its agenda. The Plan may be modified, if necessary, prior to, during, or as a result of the Combined Hearing.

Voting Record Date. Holders of Claims or Interests in Class 1 (April Convertible Notes Secured Claims), Class 2 (August Convertible Notes Secured Claims), Class 3 (Miner Equipment Lender Secured Claims), Class 5 (M&M Lien Secured Claims), Class 6 (Secured Mortgage Claims), Class 8 (General Unsecured Claims), Class 11 (Section 510(b) Claims), and Class 12 (Existing Common Interests), who are otherwise eligible to vote shall be entitled to vote to accept or reject the Plan as of **November 9, 2023** 

(the "Voting Record Date").

4. Voting Deadline. If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan, you must: (i) follow the instructions carefully; (ii) complete all of the required information on the Ballot; and (iii) execute and return your completed Ballot according to and as set forth in detail in the voting instructions on your Ballot so that it is actually received by the Debtors' solicitation and voting agent, Stretto, Inc. ("Stretto" or the "Voting Agent") on or before December 13 2023 at 5:00 p.m. (Prevailing Central Time) (the "Voting Deadline"). ANY FAILURE TO FOLLOW THE VOTING INSTRUCTIONS INCLUDED WITH YOUR BALLOT MAY DISQUALIFY YOUR BALLOT AND YOUR

5. Parties in Interest Not Entitled to Vote. Holders of Claims or Interests in Class 4 (Other Secured Claims), Class 7 (Priority Non-Tax Claims), Class 10 (Intercompany Claims), and Class 11 (Intercompany Interests) are not entitled to vote on the Plan and will not receive a Ballot. If any creditor seeks to challenge the Allowed amount of its Claim for voting purposes, such creditor must file with the Court a motion for an order pursuant to Bankruptcy on or relating to, or in any manner arising from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for voting purposes in a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be filed with the Court not later than 5:00 p.m. (Prevailing Central Time) on December 8, 2023. Upon the filing of any such Rule 3018(a) Motion, such creditor's Ballot shall be counted in accordance with the guidelines provided in the Solicitation and Voting Procedures attached as Exhibit 2 to the Disclosure Statement Order, unless temporarily Allowed in a different amount by an order of the Court entered prior to or concurrent with entry of an order confirming the Plan.

6. Objections to Confirmation. The deadline to object or respond to confirmation of the Plan or final approval of the

asserted by the objecting party against the Debtors' estates or property; (iv) provide the basis for the objection and the specific the New New Page 1 and to make any further distributions to the applicable Holders on the New New Page 1 and to make any further distributions to the applicable Holders on the New New Page 1 and to make any further distributions to the applicable Holders on the New New Page 1 and to make any further distributions to the applicable Holders on the New New Page 1 and to make any further distributions to the applicable Holders on the New Page 1 and to make any further distributions to the applicable Holders on the New Page 1 and to make any further distributions to the applicable Holders on the New Page 1 and to make any further distributions to the applicable Holders on the New Page 1 and to make any further distributions to the applicable Holders on the New Page 1 and to make any further distributions to the applicable Holders on the New Page 1 and to make any further distributions to the applicable Holders on the New Page 2 and the grounds therefor, and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed with the Bankruptcy Court (with proof of service) via ECF or by mailing to the Bankruptcy Court at United States Bankruptcy Court Clerk's Office, United States Courthouse, 515 Rusk Avenue, Courtroom 401, 4th Floor, Houston, Texas 77002, so as to be actually received no later than the Objection Deadline.

8. IF AN OBJECTION TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THEN THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND MAY NOT BE HEARD AT THE

9. Additional Information. Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement, the Plan, or other solicitation materials should contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, or (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.). Interested parties may also review the Disclosure Statement and the Plan free of charge at https://dm.epiq11.com/ sertasimmons. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: https://www.txs. uscourts.gov/page/bankruptcycourt. Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER password can be obtained at: https:// pacer.uscourts.gov/

NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN PLAN

If you (i) vote to accept the Plan, (ii) are solicited to vote to accept or reject the Plan, but do not vote to either accept or reject the Plan, and do not opt out of granting the releases set forth in the Plan, (iii) vote, or are deemed, to reject the Plan or are presumed to accept the Plan but do not opt out of granting the releases set forth in the Plan, or (iv) were given notice of the opportunity to opt out of granting the releases contained in the Plan but do not opt out, you shall be deemed to have consented to the releases contained in Section 10.6(b) of the Plan. The releases as presented in the Plan are provided

SECTION 10.5 <u>INJUNCTION</u>. Except as otherwise expressly provided in the Plan or for distributions required to be paid or delivered pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold Claims or Interests in their own right (whether individually or collectively) or on that have been released pursuant to Section 10.6(a) or Section 10.6(b), shall be discharged pursuant to Section 10.3 of the Plan, or are subject to exculpation pursuant to Section 10.7, arising, in law, equity, or otherwise, based on or relating to, and all Subcontractors and all other parties in interest are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Released Parties, and/ or the Exculpated Parties (to the extent of the exculpation provided pursuant to Section 10.7 with respect to the the Debtors, the governance, management, transactions, Exculpated Parties): (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (iii) creating, the Mortgage Agreements, the General Contracts, any and perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (iv) asserting any right of the Disclosure Statement, or any Restructuring Transaction, setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless (x) such Entity has timely asserted such setoff right either in a Filed Proof of Claim, or in another document Filed with the Bankruptcy Court | Order in lieu of such legal opinion) created or entered into explicitly preserving such setoff or that otherwise indicates that such entity asserts, has, or intends to preserve any right | Disclosure Statement, the Plan Settlements, the New Secured of setoff pursuant to applicable law or otherwise or (y) such right to setoff arises under a postpetition agreement with the Documents, the Contingent Payment Obligations Documents, Debtors or an Executory Contract that has been assumed by

Subject in all respects to Section 11.1, no entity or person arose or arises from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, and any and all related agreements, instruments, and/or other documents, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, have or incur liability for, and each Exculpated Party is document, or other agreement contemplated by the Plan or hereby released and exculpated from, any Cause of Action the reliance by any Released Party on the Plan or Confirmation for any claim related to any act or omission in connection Order in lieu of such legal opinion) created or entered into with, relating to, or arising out, in whole or in part, from the in connection with the Plan, the Plan Supplement, the Petition Date through the Effective Date, of the Chapter No. 1439) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the "Disclosure Statement, the Plan Settlements, the New Secure") Convertible Notes Documents, the New Secured Notes Documents, the Contingent Payment Obligations Documents, the New Miner Equipment Lender Debt Documents, the New Warrants Agreement, the Exit Facility Documents, the New Warrants Agreement, the New Warrants Agreement A the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, agreements relating to M&M Liens, and related agreements, the Chapter 11 Cases, the pursuit of confirmation instruments, or other documents, the formulation, Lease that the Debtors or Reorganized Debtors, as applicable, setting forth the proposed Cure Amount (if a counterparty to any Executory Contract or Unexpired the RSA, the Chapter 11 Cases, the pursuit of confirmation instruments, or other documents, the formulation, Lease that the Debtors or Reorganized Debtors, as applicable, and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), contract, instrument, release, or other agreement or objection by a counterparty to an Executory Contract or Unexpired Lease to the proposed assumption, assumption and assignment, or related Cure Amount must be Filed, occurrence taking place on or before the Effective Date related or relating to the foregoing without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a claim of willful misconduct, fraud or gross negligence against a Released Party or Exculpated Party and (ii) specifically authorizing such Entity or Person to bring such Claim or Cause of Action against any such Released Documents, the Contingent Payment Obligations Documents, be heard by the Bankruptcy Court prior to such assumption being Party or Exculpated Party. The Bankruptcy Court shall have sole and exclusive jurisdiction to determine whether a Claim or Cause of Action is colorable and, only to the extent legally permissible and as provided for in Section 11.1, shall have jurisdiction to adjudicate the underlying colorable Claim or

Cause of Action. SECTION 10.6(a) RELEASES BY THE DEBTORS.

Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, including the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, except as otherwise provided in the Plan or in the Confirmation Order, on and after the Effective Date, the Released Parties are deemed conclusively, absolutely, unconditionally and irrevocably, released and discharged by the Debtors, the Reorganized Debtors, and the Estates from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, the Reorganized Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based management, transactions, ownership, or operation of the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth in Section 10.6(a) of the Plan (i) shall only be applicable to the maximum extent permitted by law: (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these Debtor releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, (b) releasing any Released Party from Claims or Causes of Action held by the Debtors arising from an act or omission that is determined by a Final Order or by a federal government agency to have constituted a violation of any federal securities laws or (c) releasing any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transaction, or

any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan. SECTION 10.6(b) RELEASES BY HOLDERS OF CLAIMS AND NTERESTS. Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, except as otherwise provided in the Plan or in the Confirmation Order, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each Releasing Party, shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released, and discharged the Debtors, the Reorganized Debtors, and the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims or Causes of Action asserted or that may be asserted on behalf of the Debtors or their Estates. that such Entity would have been legally entitled to assert behalf of the Holder of any Claim or Interest, whether known or unknown, foreseen or unforeseen, existing or hereinafter or in any manner arising from, in whole or in part, any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including any Claims or Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the Chapter 11 Cases, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, all agreements relating to M&M Liens, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation in connection with the Plan, the Plan Supplement, the

the Debtors as of the Effective Date; and (v) commencing or | the New Miner Equipment Lender Debt Documents, the | such contract or lease (i) was previously assumed or rejected by continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released, settled, and/or treated, entitled to a distribution, or cancelled pursuant to the RSA, the Chapter 11 Cases, the pursuit of confirmation reject Filed by the Debtors on or before the Confirmation Date, or the Plan or otherwise Disallowed; provided that such persons and consummation of the Plan, the administration and (iv) is specifically designated as a contract or lease to be rejected who have held, hold, or may hold Claims against, or Interests implementation of the Plan or Confirmation Order, including in, a Debtor, a Reorganized Debtor, or an Estate shall not be precluded from exercising their rights and remedies, or the issuance or distribution of securities pursuant to the Plan of the conditions set forth in section 8.1(a) of the Plan, (ii) resolution precluded from exercising their rights and remedies, or the Plan with section 8.2 of the Plan with section obtaining the benefits, solely pursuant to and consistent with the terms of the Plan. or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date. entry of the Confirmation Order by the Bankruptcy Court shall may commence or pursue a Claim or Cause of Action of any Notwithstanding anything to the contrary in the foregoing, kind against any Released Party or Exculpated Party that the releases set forth in Section 10.6(b) of the Plan (i) shall only be applicable to the maximum extent permitted by law; and (ii) shall not be construed as (a) releasing any Released assumed and assigned pursuant to the Plan shall vest in and be Party from Claims or Causes of Action arising from an act or fully enforceable by the applicable Reorganized Debtor or assignee rescission of any security of the Debtors or the Reorganized omission that is judicially determined by a Final Order to have in accordance with its terms, except as modified by any provision Debtors (which includes, for the avoidance of doubt, all constituted actual fraud (provided that actual fraud shall of the Plan, any order of the Bankruptcy Court authorizing and claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, or (b) releasing any post-Effective Date obligations of any party or Entity under the prevents, or purports to restrict or prevent, or is breached or Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan

with, relating to, or arising out, in whole or in part, from the Part of the Plan Supplement, the Schedule of Rejected Contracts Petition Date through the Effective Date, of the Chapter and the Schedule of Assumed Contracts. The Plan further provides 11 Cases, the Debtors, the governance, management, that prior to the Combined Hearing, the Debtors shall serve a preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, or Unexpired Lease shall be deemed to be Zero Dollars (\$0). Any document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation (14) days of the service of the assumption notice, or such Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the New Secured DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and 4. Section 8.2 of the Plan further provided 4. Section 8.2 of the Plan further provided 4. implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan object to the notice of the proposed assumption of such Executory (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other related agreement, except for Claims or Causes of Action Lease notwithstanding any provision thereof that purports to (i) arising from an act or omission that is judicially determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects, such Exculpated Parties shall be entitled to reasonably rely indirect transfer or assignment of the rights of any Debtor under upon the advice of counsel with respect to their duties and upon the advice of counsel with respect to their unues and upon responsibilities. The Exculpated Parties have, and upon completion of the Plan, shall be deemed to have, participated accelerate, or otherwise alter any obligations or liabilities of any Debtor or any Reorganized Debtor, as applicable, under such contract or Inexpired Lease; or (iv) create or impose a regard to the solicitation and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account lieu upon any property or Asset of any Debtor or any Reorganized Debtor, as applicable. Each such provision shall be deemed to not the violation of any applicable law, rule, or regulation apply to the assumption of such Executory Contract or Unexpired governing the solicitation of acceptances or rejections of Lease pursuant to the Plan and counterparties to assumed the Plan or such distributions made pursuant to the Plan.

Executory Contracts or Unexpired Leases that fail to object to the proposed assumption in accordance with the terms set forth exculpations set forth in Section 10.7 of the Plan (i) shall only in Section 8.2(a) of the Plan, shall forever be barred and enjoined be applicable to the maximum extent permitted by law; and (ii) shall not be construed as (a) exculpating any Exculpated such assumption (including with respect to any Cure Amounts or Party from Claims or Causes of Action arising from an act Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the Nave constituted actual fraud (provided that actual fraud on account of transactions contemplated by the Plan. shall not exempt from the scope of these exculpations any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, or (b) exculpating any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan

Supplement) executed to implement the Plan. SECTION 5.17 CANCELLATION OF LIENS.

account of their Állowed Claims and Interests. (b) After the Effective Date and following (i) the distributions to Holders on account of Allowed Convertible Notes Secured Claims and Allowed Miner Equipment Lender Secured Claims and/or (ii) with regard to Allowed M&M Lien Secured Claims, satisfaction of the applicable M&M Lien Takeback Debt, the Debtors or the Reorganized Debtors, at their expense, may, in their sole discretion, take any action necessary to terminate, cancel, extinguish, and/or evidence the release of any and all mortgages, deeds of trust, Liens, pledges, and other security interests with respect to the Convertible Notes Secured Claims, Miner Equipment Lender Secured Claims, and M&M Lien Secured Claims, including, without limitation, the preparation and filing of any and all documents necessary to terminate, satisfy, or release any mortgages, deeds of trust, Liens, pledges, and other security interests held by the Holders of the M&M Lien Secured Claims, Miner Equipment Lender Secured Claims, the Notes Agent, and/ or Convertible Noteholders, including, without limitation, UCC-3

Provisions:

"Exculpated Parties" means each of the following in their capacity as such and, in each case, to the maximum extent permitted by law: (i) the Debtors; and (ii) Equity Committee and its

nembers, each solely in their capacity as such "Related Parties" means with respect to a Person, that Person's current and former Affiliates, and such Person's and its current and former Affiliates' current and former directors, managers, officers, equity holders (regardless of whether such nterests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, fiduciaries, trustees, advisory board members, financial advisors, partners, limited partners, general partners, attorneys, accountants, managed accounts or funds, management companies, fund advisors, investment bankers, consultants, representatives, and other professionals, and such Person's respective heirs, executors, estates, and nominees, each in their capacity as such, and any and all other Persons or Entities that may purport to assert any Cause of Action derivatively, by or through the foregoing entities.

"Released Parties" means, collectively: (i) the Debtors; (ii) the Reorganized Debtors; (iii) the Equity Committee and its members that are party to the RSA, solely in their capacities as such; (iv) the Backstop Parties; (v) the Settling Miner Equipment Lenders; (vi) Brown Corporation; (vii) Holliwood LLC; (viii) the Ad Hoc Noteholder Group; (ix) the Consenting Creditors; (x) the Exit Lenders; (xi) the Notes Agent, solely in its capacity as such; and (xii) with respect to each of the foregoing Persons in clauses (i) through (xi), all Related Parties. Notwithstanding the foregoing, any Person that opts out of the releases set forth in section 10.6(b) of the Plan shall not be deemed a Released Party thereunder.

"Releasing Parties" means collectively, and in each case olely in their capacity as such, (i) the Debtors; (ii) the Reorganized Debtors; (iii) with respect to each of the foregoing Persons in clauses (i) through (ii), all Related Parties; (iv) the Released Parties; v) the Holders of all Claims or Interests that vote to accept the Plan: vi) the Holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan and do not opt out of granting the releases set forth herein; (vii) the Holders of all Claims or Interests that vote, or are deemed, to reject the Plan or that are presumed to accept the Plan but do not opt out of granting the releases set forth herein; and (viii) the Holders of all Claims and Interests and all Other Beneficial Owners that were given notice of the opportunity to opt out of granting the releases set forth herein but did not opt out.

YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Notice of Assumption and Rejection of Executory Contracts and Unexpired Leases of Debtors and Related Procedures

1. Please take notice that, in accordance with Article VIII of the Plan and sections 365 and 1123 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 8.5 of the Plan, all Executory Contracts and Unexpired Leases to which any of the Debtors are parties shall be deemed assumed, unless

on the Schedule of Rejected Contracts. Subject to (i) satisfaction respect to the Executory Contracts or Unexpired Leases subject to such disputes, and (iii) the occurrence of the Effective Date, constitute approval of the assumptions or rejections provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each Executory Contract and Unexpired Lease assumed or providing for its assumption or assumption and assignment, or applicable law.

2. The Plan provides that to the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or deemed breached by, the assumption of such Executory Contract or Unexpired Lease (including any "change of control" provision), Supplement) executed to implement the Plan.

SECTION 10.7 EXCULPATION. Except as otherwise specifically provided in the Plan, no Exculpated Party shall

Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto.

3. Section 8.2 of the Plan stipulates that the Debtors shall file, as shorter period as agreed to by the parties or authorized by the Bankruptcy Court. If there is an Assumption Dispute pertaining to assumption of an Executory Contract or Unexpired Lease (other nature thereof without any further notice to any party or any action

4. Section 8.2 of the Plan further provides that-any counterparty Contract or Unexpired Lease shall be deemed to have assented prohibit, restrict, or condition the transfer or assignment of such contract or lease; (ii) terminate or modify, or permit the termination or modification of, a contract or lease as a result of any direct or the provision of adequate assurance of future performance), or

5. Section 8.3 of the Plan provides that unless otherwise provided by an order of the Bankruptcy Court, Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be Filed with the Bankruptcy Court by the later of thirty (30) days from (i) the date of entry of an order of the Bankruptcy Court approving such rejection, (ii) the effective date of the rejection of such Executory Contract or Unexpired Lease, and (iii) the Effective Date. Any respond to confirmation of the Plan or final approval of the Disclosure Statement is December 15, 2023 at 5:00 p.m. (Prevailing Central Time) (the "Objection Deadline").

7. Form and Manner of Objections to Confirmation Objections and responses, if any, to confirmation of the Plan or final approval of the Plan or document, or other agreement contemplated by the Plan or objections and responses, if any, to confirmation of the Plan or final approval of the Debtors and any order of the Debtors and any order of the Bankruptcy Rules and the Bankruptcy Local Rules, and any order of the Court; (iii) set forth the name of the objecting and order of the Plan or final approval of the Plan or final Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time shall be of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules.

if any, or a Proof of Claim to the contrary.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

6. Plan Supplement. The Debtors will file and serve any supplement to the Plan on or before December 8, 2023.

Notice of Procedures with Respect to Reinstated Claims

1. Please take notice that, in accordance with Article IV of the Plan and section 1124 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 7.11 of the Plan all Other Secured Claims in Class 4 shall be Reinstated. Subject to (i) satisfaction of the conditions set forth in section 7.11 of the Plan, (ii) resolution of any disputes in accordance with section 7.11 of the Plan with respect to the Cure Amounts subject to such disputes, and (iii) the occurrence of the Effective Date, entry of Relevant Definitions Related to Release and Exculpation | the Confirmation Order by the Bankruptcy Court shall authorize Reinstatement of the Other Secured Claims in Class 4 pursuant to section 7.11 of the Plan stipulates least ten (10) days before

the deadline to object to Confirmation of the Plan, the Debtors shall serve a notice on Holders of Other Secured Claims in Class 4 setting forth the proposed Cure Amount (if any) necessary to Reinstate such Claims. Any objection by a Holder of an Other Secured Claim in Class 4 to the proposed Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the notice of proposed Cure Amount, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. Any Holder of an Other Secured Claim in Class 4 that does not timely object to the notice of the proposed Cure Amount shall be deemed to have assented to the Reinstatement of its Claim and the proposed Cure Amount listed therein and shall be shall forever be barred and enjoined from objecting to the Reinstatement of its Claim on the grounds that sections 1124(2)(A) (C), or (D) of the Bankruptcy Code have not been satisfied.

3. Section 7.11 of the Plan further provides that to the extent

there is a dispute relating to the Cure Amount, the Debtors may Reinstate the applicable Other Secured Claim prior to the resolution of the Cure Amount dispute; provided that the Debtors or the Reorganized Debtors, as applicable, reserve Cash in an amount sufficient to pay the full amount reasonably asserted as the required Cure Amount by the Holder of the applicable Other Secured Claim (or such smaller amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such Holder and the applicable Reorganized Debtor). Subject to resolution of any dispute regarding any Cure Amount, all Cure Amounts shall be satisfied on the Effective Date, or otherwise as soon as practicable thereafter, by the Debtors or Reorganized Debtors, as the case may be.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE. IT MAY

NOT BE CONSIDERED BY THE BANKRUPTCY COURT. QUESTIONS: If you have questions about this Combined Hearing Notice, please contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.), or (iv) visiting https://cases.stretto.com/CoreScientific.

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Core Scientific Mining LLC (6971); Core Scientific, Inc. (3837); Core Scientific Acquired Mining LLC (6074); Core Scientific Operating Company (5526); Radar Relay, Inc. (0496); Core Scientific Specialty Mining (Oklahoma) LLC (4327); American Property Acquisition, LLC (0825); Starboard Capital LLC (6677); RADAR LLC (5106); American Property Acquisitions I, LLC (9717); and American Property Acquisitions VII LLC (3198). The Debtors corporate headquarters is 210 Barton Springs Road, Suite 300 Austin, Texas 78704. The Debtors' service address is 2407 S. Congress Ave, Suite E-101, Austin, Texas 78704.

All capitalized terms used but not defined herein have the meanings ascribed to them in the Plan, attached as Exhibit A to the Disclosure Statement

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**Exhibit C**Dalton Daily Citizen Affidavit of Publication

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## **DALTON DAILY CITIZEN**

## **Dalton's Award-Winning Newspaper**

## Dalton, Georgia 30720

**308 South Thornton Avenue** 

706-217-6397

## **LEGAL AFFIDAVIT**

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IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION

Chapter 11 CORE SCIENTIFIC, INC., et al., \$ Case No. 22-90341 (CML)

Debtors' \$ (Jointly Administered)

NOTICE OF (I) CONDITIONAL APPROVAL OF DISCLOSURE STATEMENT, (II) APPROVAL OF (A) SOLICITATION AND VOTING PROCEDURES AND (B) NOTICE PROCEDURES FOR THE ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (III) COMBINED HEARING TO CONSIDER FINAL APPROVAL OF DISCLOSURE

STATEMENT AND CONFIRMATION OF PLAN; AND (IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR FINAL APPROVAL OF DISCLOSURE STATEMENT
AND CONFIRMATION OF PLAN

TO ALL PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF: Debtor, Case Number: Core Scientific Mining LLC, 22-90340 Core Scientific Inc. 22-90341: Core Scientific Acquired Mining LLC, 22-90342; Core Scientific Operating Company, 22-90343 Radar Relay, Inc., 22-90344; Core Scientific Specialty Mining (Oklahoma) LLC, 22-90345; American Property Acquisition, LLC, 22-90346; Starboard Capital LLC, 22-90347; RADAR LLC, 22-90348; American Property Acquisitions I, LLC, 22-90349;

American Property Acquisitions VII. LLC, 22-90350 PLEASE TAKE NOTICE OF THE FOLLOWING:

1. Conditional Approval of Disclosure Statement. On November 14, 2023 the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") held a hearing (the "Conditional Disclosure Statement Hearing" at which it conditionally approved the Disclosure Statemen for Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1439) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the "Disclosure Statement") of Core Scientific, Inc. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "Debtors"), and thereafter entered an order (the "Disclosure Statement Order") with respect thereto. The Disclosure Statement Order, among other things, authorizes the Debtors to solicit votes to accept the Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1438) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the

2. Combined Hearing. A hearing to consider confirmation of the Plan and final approval of the Disclosure Statement (the "Combined Hearing") has been scheduled for December 22, 2023 at 10:00 a.m. (Prevailing Central Time), before the Honorable Christopher M. Lopez, United States Bankruptcy Judge, in the Bankruptcy Court. The Combined Hearing may be adjourned or continued from time to time by the Bankruptcy Court or the Debtors, with the consent of the Requisite Consenting Creditors without further notice other than by a Bankruptcy Court announcement providing for such adjournment or continuation on its agenda. The Plan may be modified, if necessary, prior to, during, or as a result of the

Combined Hearing.

3. **Voting Record Date**. Holders of Claims or Interests in Class 1 (April Convertible Notes Secured Claims), Class 2 (August Convertible Notes Secured Claims), Class 3 (Miner Equipment Lender Secured Claims), Class 5 (M&M Lien Secured Claims), Class 6 (Secured Mortgage Claims), Class 8 (General Unsecured Claims), Class 11 (Section 510(b) Claims), and Class 12 (Existing Common Interests), who are otherwise eligible to vote shall be entitled to vote to accept or reject the Plan as of **November 9 2023** (the "**Voting Record Date**").

4. Voting Deadline. If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan, you must: (i) follow the instructions carefully; (ii) complete all of the required information on the Ballot: and (iii) execute and return your completed Ballot according to and as set forth in detail in the voting instructions on your Ballot so that it is actually received by the Debtors' solicitation and voting agent, Stretto, Inc. ("Stretto or the "Voting Agent") on or before December 13 2023 at 5:00 p.m. (Prevailing Central Time) (the "Voting Deadline"). ANY FAILURE TO FOLLOW THE VOTING INSTRUCTIONS INCLUDED WITH YOUR BALLOT MAY DISQUALIFY YOUR BALLOT AND YOUR VOTE.

5. Parties in Interest Not Entitled to Vote. Holders of Claims or Interests in Class 4 (Other Secured Claims), Class 7 (Priority Non-Tax Claims), Class 10 (Intercompany Claims), and Class 11 (Intercompany Interests) are not entitled to vote on the Plan and will not receive a Ballot. If any creditor seeks to challenge the Allowed amount of its Claim for voting purposes, such creditor must file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allow ing such Claim for voting purposes in a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be filed with the Court not later than 5:00 p.m. (Prevailing Central Time) on December 8, 2023. Upon the filing of any such Rule 3018(a) Motion, such creditor's Ballot shall be counted in accordance with the guidelines provided in the Solicitation and Voting Procedures attached as **Exhibit 2** to the Disclosure Statement Order, unless temporarily Allowed in a different amount by an order of the Court entered prior to or concurrent with entry of an order confirming the Plan.

 Objections to Confirmation. The deadline to object or respond to confirmation of the Plan or final approval of the Disclosure Statement is **December 15, 2023 at 5:00 p.m.** (Prevailing Central Time) (the "Objection Deadline").

7. Form and Manner of Objections to Confirmation. Objections and responses if any to confirmation of the Plan or plated by the Plan or Confirmation Order in lieu of such legal opinion) inder will be discharged and of no further force or effect, except (ii) conform to the Bankruptcy Rules and the Bankruptcy Local created or entered into in connection with the Plan, the Plan for the purpose of allowing the applicable agents and trustees Rules, and any order of the Court; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors estates or property; (iv) provide the basis for the objection and the specific grounds therefor, and, if practicable, a proposed modification to the Plan that would resolve such objection: and (v) be filed with the Bankruptcy Court (with proof of service) via ECF or by mailing to the Bankruptcy Court at United States Bankruptcy Court Clerk's Office, United States Courthouse, 515 Rusk Avenue, Courtroom 401, 4th Floor, Houston, Texas 77002 so as to be actually received no later than the Objection Deadline.

8. IF AN OBJECTION TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THEN
THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND MAY NOT BE HEARD AT THE HEARING.

9. Additional Information. Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement, the Plan, or other solicitation materials should contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, or (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 outside of the U.S.). Interested parties may also review the Disclosure Statement and the Plan free of charge at https:// dm.epiq11.com/sertasimmons. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: https://www.txs.uscourts.gov/page/bankruptcycourt Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER password can be obtained at: https://pacer.uscourts.gov/.

NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN PLAN

If you (i) vote to accept the Plan, (ii) are solicited to vote to accept or reject the Plan, but do not vote to either accept or reject the Plan, and do not opt out of granting the releases set forth in the Plan, (iii) vote, or are deemed, to reject the Plan or are presumed to accept the Plan but do not opt out of granting the releases set forth in the Plan, or (iv) were given notice of the opportunity to opt out of granting the releases contained in the Plan but do not opt out, you shall be deemed to have consented to the releases contained in Section 10.6(b) of the Plan. The releases as presented in the Plan are pro vided below:

SECTION 10.5 INJUNCTION. Except as otherwise expressly provided in the Plan or for distributions required to be aid or delivered pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold Claims Interests that have been released pursuant to Section 10.6(a) or Section 10.6(b), shall be discharged pursuant to Section 10.3 of the Plan, or are subject to exculpation pursuant to Section 10.7, and all Subcontractors and all other parties in interest are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Released Parties, and/or the Exculpated Parties (to the extent of the exculpation provided pursuant to Section 10.7 with respect to the Exculpated Parties) (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connec-tion with or with respect to any such Claims or Interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests: (iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless (x) such Entity has timely asserted such setoff right either in a Filed Proof of Claim, or in another document Filed with the Bankruptcy Court explicitly preserving such setoff or that otherwise indicates that such entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise or (y) such right to setoff arises under a postpeti-

tion agreement with the Debtors or an Executory Contract | Documents, the New Secured Notes Documents, the

that has been assumed by the Debtors as of the Effective | Contingent Payment Obligations Documents, the New | assumed or rejected by the Debtors, pursuant to Final Order of Date: and (v) commencing or continuing in any manner Miner Equipment Lender Debt Documents, the Exit Facility any action or other proceeding of any kind on account of Interests released, settled, and/or treated, entitled to a distribution, or cancelled pursuant to the Plan or otherwise Disallowed; provided that such persons who have held, hold, or may hold Claims against, or Interests in, a Debtor, a Reorganized Debtor, or an Estate shall not be precluded from exercising their rights and remedies, or obtaining the benefits, solely pursuant to and consistent with the terms Subject in all respects to Section 11.1, no entity or person

that arose or arises from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, ransactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage instruments, and/or other documents, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements. the New Secured Convertible Notes Documents, the New Secured Notes Documents, the Contingent Payment Obligations Documents, the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission transaction, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a claim of willful misconduct, fraud or gross negligence against a Released Party or Exculpated Party and (ii) specifically authorizing such Entity or Person to bring Party or Exculpated Party. The Bankruptcy Court shall have sole and exclusive jurisdiction to determine whether a Claim or Cause of Action is colorable and, only to the extent legally rmissible and as provided for in Section 11.1, shall have iurisdiction to adjudicate the underlying colorable Claim or

SECTION 10.6(a) RELEASES BY THE DEBTORS. Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, including the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, except as otherwise provided in the Plan or unconditionally and irrevocably, released and discharged by the Debtors, the Reorganized Debtors, and the Estates from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, the Reorganized Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Chapter purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opin-ion requested by any Entity regarding any transaction, con-Supplement, the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes Documents, the New Secured Notes Documents, the Contingent Payment Obligations Documents, the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backston Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date. Notwithstanding any thing to the contrary in the foregoing, the releases set forth in Section 10.6(a) of the Plan (i) shall only be applicable to the maximum extent permitted by law; (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these Debtor releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, (b) releasing any Released Party from Claims or Causes of Action held by the Debtors arising from an act or omission that is determined by a Final Order or by a federal government agency to have constituted a violation of any federal securities laws or (c) releasing any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transaction, or any locument, instrument, or agreement (including those set

forth in the Plan Supplement) executed to implement the SECTION 10.6(b) RELEASES BY HOLDERS OF CLAIMS AND INTERESTS. Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, except as otherwise provided in the Plan or in the Confirmation Order, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each Releasing Party, shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released, and discharged the Debtors, the Reorganized Debtors, and the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatso-ever, including any derivative Claims or Causes of Action asserted or that may be asserted on behalf of the Debtors or their Estates, that such Entity would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, based on or relating to, or in any manner arising from, in whole or in part, any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including any Claims or Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements e General Contracts, any and all agreements relating to M&M Liens, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such

Documents, the New Warrants Agreement, the Rights or in connection with or with respect to any such Claims or Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date. may commence or pursue a Claim or Cause of Action of Notwithstanding anything to the contrary in the forego-any kind against any Released Party or Exculpated Party ing, the releases set forth in Section 10.6(b) of the Plan (i) shall only be applicable to the maximum extent permitted by law; and (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these third-party releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or con-Agreements, the General Contracts, any and all agreements veyances), willful misconduct, or gross negligence, or (b) relating to M&M Liens, and any and all related agreements, releasing any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

SECTION 10.7 EXCULPATION. Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out, in whole or in part, from the Petition Date through the Effective Date, of the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors, the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, and related agree-DIP Facility, the Terminated RSA, the RSA, the Chapter 11 ments, instruments, or other documents, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, ment (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes Documents, the New Secured Notes Documents, the Contingent Payment Obligations Documents, the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other related agreement, except for Claims or Causes of Action arising from an act or omission that is judicially determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects, such Exculpated Parties shall be entitled to reaor assignment of the rights of any Debtor under such contract in the Confirmation Order, on and after the Effective Date, the Released Parties are deemed conclusively, absolutely, duties and responsibilities. The Exculpated Parties have, and upon completion of the Plan, shall be deemed to have, participated in good faith and in compliance with all applicable laws with regard to the solicitation and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or reje tions of the Plan or such distributions made pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, the exculpations set forth in Section 10.7 of the Plan (i) shall only be applicable to the maximum extent permitted by law; and (ii) shall not be construed as (a) exculpating any Exculpated Party from Claims or Causes of Action aris-11 Cases, the Debtors, the governance, management, ing from an act or omission that is judicially determined by transactions, ownership, or operation of the Debtors, the a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these exculpations any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws gov-erning fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, or (b) exculpating any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the

SECTION 5.17 CANCELLATION OF LIENS.

(a) Except as otherwise specifically provided in the Plan, including sections 4.4 and 4.6 of the Plan, all notes, instruments, tract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on Interests will be cancelled and obligations of the Debtors thereto receive distributions from the Debtors under the Plan and to or approval of the Bankruptcy Court or any other Entity, make any further distributions to the applicable Holders on account of their Allowed Claims and Interests

(b) After the Effective Date and following (i) the distributions to Holders on account of Allowed Convertible Notes Secured Claims and Allowed Miner Equipment Lender Secured Claims and/or (ii) with regard to Allowed M&M Lien Secured Claims, satisfaction of the applicable M&M Lien Takeback Debt, the Debtors or the Reorganized Debtors, at their expense, may, in their sole discretion, take any action necessary to terminate, cancel, extinguish, and/or evidence the release of any and all mortgages, deeds of trust, Liens, pledges, and other security interests with respect to the Convertible Notes Secured Claims, Miner Equipment Lender Secured Claims, and M&M Lien Secured Claims, including, without limitation, the preparation and filing of any and all documents necessary to terminate, satisfy, or release any mortgages, deeds of trust. Liens, pledges, and other security interests held by the Holders of the M&M Lien Secured Claims Miner Equipment Lender Secured Claims, the Notes Agent, and/ or Convertible Noteholders, including, without limitation, UCC-3 termination statements

Relevant Definitions Related to Release and Exculpation Provisions:

"Exculpated Parties" means each of the following in their capacity as such and, in each case, to the maximum extent permitted by law: (i) the Debtors; and (ii) Equity Committee and its nembers, each solely in their capacity as such.

"Related Parties" means with respect to a Person, that Person's current and former Affiliates, and such Person's and its current and former Affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers principals, members, employees, agents, fiduciaries, trustees. advisory board members, financial advisors, partners, limited partners, general partners, attorneys, accountants, managed accounts or funds, management companies, fund advisors, investment bankers, consultants, representatives, and other professionals, and such Person's respective heirs, executors estates, and nominees, each in their capacity as such, and any and all other Persons or Entities that may purport to assert any

Cause of Action derivatively, by or through the foregoing entities. "Released Parties" means, collectively: (i) the Debtors: (ii) the Reorganized Debtors; (iii) the Equity Committee and its members that are party to the RSA, solely in their capacities as such; (iv) the Backstop Parties; (v) the Settling Miner Equipment Lenders; (vi) Brown Corporation; (vii) Holliwood LLC; (viii) the Ad Hoc Noteholder Group; (ix) the Consenting Creditors; (x) the Exit Lenders; (xi) the Notes Agent, solely in its capacity as such; and (xii) with respect to each of the foregoing Persons in clauses (i) through (xi), all Related Parties. Notwithstanding the foregoing, any Person that opts out of the releases set forth in section 10.6(b) of the Plan shall not be deemed a Released Party there-

"Releasing Parties" means collectively, and in each ase solely in their capacity as such, (i) the Debtors; (ii) the Reorganized Debtors; (iii) with respect to each of the foregoing Persons in clauses (i) through (ii), all Related Parties; (iv) the Released Parties: (v) the Holders of all Claims or Interests that vote to accept the Plan; (vi) the Holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan and do not opt out of granting the releases set forth herein: (vii) the Holders of all Claims or Interests that vote, or are deemed, to reject the Plan or that are presumed to accept the Plan but do not opt out of granting the releases set forth herein; and (viii) the Holders of all Claims and Interests and all Other Beneficial Owners that were given notice of the opportunity to opt out of granting the releases

etforth herein but did not opt out.

YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Notice of Assumption and Rejection of Executory Contracts

and Unexpired Leases of Debtors and Related Procedures the Plan and sections 365 and 1123 of the Bankruptcy Code. as of and subject to the occurrence of the Effective Date and the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes the Plan Settlements, the New Secured Notes Documents, the New Secured Notes Documents No

the Bankruptcy Court, (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto (iii) is the subject of a motion to reject Filed by the Debtors on or before the Confirmation Date, or (iv) is specifically designated as a contract or lease to be rejected on the Schedule of Rejected Contracts. Subject to (i) satisfaction of the conditions set forth in section 8.1(a) of the Plan, (ii) resolution of any disputes in accordance with section 8.2 of the Plan with respect to the Executory Contracts or Unexpired Leases subject to such disputes, and (iii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions or rejections provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each Executory Contract and Unexpired Lease assumed or assumed and assigned pursuant to the Plan shall vest in and be fully enforceable by the applicable Reorganized Debtor or assignee in accordance with its terms, except as modified by any provision of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption or assumption and assignment, or applicable law

2. The Plan provides that to the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease (including any "change of control" provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto.

Contracts and the Schedule of Assumed Contracts.

3. Section 8.2 of the Plan stipulates that the Debtors shall file, as part of the Plan Supplement, the Schedule of Rejected

Plan further provides that prior to the Combined Hearing, the Debtors shall serve a notice on parties to Executory Contracts or Unexpired Leases to be assumed, assumed and assigned, or rejected reflecting the Debtors' intention to potentially assume, assume and assign, or reject the contract or lease in connection with the Plan and, where applicable, setting forth the proposed Cure Amount (if any). If a counterparty to any Executory Contract or Unexpired Lease that the Debtors or Reorganized Debtors, as applicable, intend to assume or assume and assign is not listed on such a notice, the proposed Cure amount for such Executory Contract or Unexpired Lease shall be deemed to be Zero Dollars (\$0). Any objection by a counterparty to an Executory Contract or Unexpired Lease to the proposed assumption assumption and assignment, or related Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the assumption notice, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. If there is an Assumption Dispute pertaining to assumption of an Executory Contract or Unexpired Lease (other than a dispute pertaining to a Cure Amount), such dispute shall be heard by the Bankruptcy Court prior to such assumption being effective; *provided* that the Debtors or the Reorganized Debtors, as applicable, may, with the consent of

the Requisite Consenting Creditors, settle any dispute regarding the Cure Amount or the nature thereof without any further notice

to any party or any action, order, or approval of the Bankruptcy

Court 4. Section 8.2 of the Plan further provides that—any counterparty to an Executory Contract or Unexpired Lease that does not timely object to the notice of the proposed assumption of such Executory Contract or Unexpired Lease shall be deemed to have assented to assumption of the applicable Executory Contract or Unexpired Lease notwithstanding any provision thereof that purports to (i) prohibit, restrict, or condition the transfer or assignment of such contract or lease; (ii) terminate or modify, or permit the termination or modification of, a or lease or a change, if any, in the ownership or control to the extent contemplated by the Plan; (iii) increase, accelerate, or otherwise alter any obligations or liabilities of any Debtor or any Reorganized Debtor, as applicable, under such Executory Contract or Unexpired Lease; or (iv) create or impose a Lien upor any property or Asset of any Debtor or any Reorganized Debtor as applicable. Each such provision shall be deemed to not apply to the assumption of such Executory Contract or Unexpired Lease pursuant to the Plan and counterparties to assumed Executory Contracts or Unexpired Leases that fail to object to the proposed assumption in accordance with the terms set forth in Section 8.2(a) of the Plan, shall forever be barred and enjoined from objecting to the proposed assumption or to the validity of such assumption (including with respect to any Cure Amounts or the provision of adequate assurance of future performance) or taking actions prohibited by the foregoing or the Bankruptcy Code on account of transactions contemplated by the Plan.

5. Section 8.3 of the Plan provides that unless otherwise provided by an order of the Bankruptcy Court, Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be Filed with the Bankruptcy Court by the later of thirty (30) days from (i) the date of entry of an order of the Bankruptcy Court approving such rejection, (ii) the effective date of the rejection of such Executory Contract or Unexpired Lease, and (iii) the Effective Date. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time shall be Disallowed pursuant to the Confirmation Order or such other order of the Bankruptcy Court, as applicable, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, the Estates, the Reorganized Debtors, or property of the foregoing parties, without the need for any objection by the Debtors or the Reorganized Debtors, as applicable, or further notice to, or action, order, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the

Schedules, if any, or a Proof of Claim to the contrary UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

6. Plan Supplement. The Debtors will file and serve any sup plement to the Plan on or before December 8, 2023.

Notice of Procedures with Respect to Reinstated Claims 1. Please take notice that, in accordance with Article IV of the

Plan and section 1124 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 7.11 of the Plan, all Other Secured Claims in Class 4 shall be Reinstated. Subject to (i) satisfaction of the conditions set forth in section 7.11 of the Plan. (ii) resolution of any disputes in accordance with section 7.11 of the Plan with respect to the Cure Amounts subject to such disputes and (iii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall authorize Reinstatement of the Other Secured Claims in Class 4 pursuant to section 1124 of the Bankruptcy Code.

2. Section 7.11 of the Plan stipulates least ten (10) days before the deadline to object to Confirmation of the Plan, the Debtors shall serve a notice on Holders of Other Secured Claims in Class 4 setting forth the proposed Cure Amount (if any) necessary to Reinstate such Claims. Any objection by a Holder of an Other Secured Claim in Class 4 to the proposed Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the notice of proposed Cure Amount, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court, Any Holder of an Other Secured Claim in Class 4 that does not timely object to the notice of the proposed Cure Amount shall be deemed to have assented to the Reinstatement of its Claim and the proposed Cure Amount listed therein and shall be shall forever be barred and enjoined from objecting to the Reinstatement of its Claim on the grounds that sections 1124(2)(A), (C), or (D) of the Bankruptcy Code have not been satisfied.

3. Section 7.11 of the Plan further provides that to the extent there is a dispute relating to the Cure Amount, the Debtors may Reinstate the applicable Other Secured Claim prior to the resolution of the Cure Amount dispute; provided that the Debtors or the Reorganized Debtors, as applicable, reserve Cash in an amount sufficient to pay the full amount reasonably asserted as the required Cure Amount by the Holder of the applicable Other Secured Claim (or such smaller amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such Holder and the applicable Reorganized Debtor). Subject to resolution of any dispute regarding any Cure Amount, all Cure Amounts shall be satisfied on the Effective Date, or otherwise as soon as practicable thereafter, by the Debtors or Reorganized Debtors, as the case may be.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

**QUESTIONS:** If you have questions about this Combined Hearing Notice, please contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 outside of the U.S.), or (iv) visiting https://cases.stretto.com/ CoreScientific.

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Core Scientific Mining LLC (6971); Core Scientific, Inc. (3837); Core Scientific Acquired Mining LLC (6074); Core Scientific Operating Company (5526); Radar Relay, Inc. (0496); Core Scientific Specialty Mining (Oklahoma) LLC (4327); American Property Acquisition, LLC (0825); Starboard Capital LLC (6677); RADAR LLC (5106); American Property Acquisitions , LLC (9717); and American Property Acquisitions VII LLC (3198) The Debtors' corporate headquarters is 210 Barton Springs Road, Suite 300, Austin, Texas 78704. The Debtors' service address is 2407 S. Congress Ave, Suite E-101, Austin, Texas

All capitalized terms used but not defined herein have the meanings ascribed to them in the Plan, attached as Exhibit A to Case 22-90341 Document 1509 Filed in TXSB on 12/05/23 Page 13 of 35

## **Exhibit D**

Denton Record Chronicle Affidavit of Publication

Case 22-90341 Document 1509 Filed in TXSB on 12/05/23 Page 14 of 35

## DRC MEDIA COMPANY

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Being duly sworn {s)he is the Publisher/authorized designee of Denton Record-Chronicle, in City of Denton/surrounding areas in Denton County; Newspaper of general circulation which has been continuously and regularly published for a period of not less than one year preceding the date of the attached notice, and that the said notice was published in said newspaper Denton Record-Chronicle on the following dates below:

11/25/2023

(signature of Authorized Designee) Subscribed and sworn to before me this 25th day of November, 2023 by

{printed name of Designee) Witness my hand and official

seal:

(signature name of Designee)

Notary Public, Denton County, Te

PATRICIA LAGARD
Notary ID # 13027960-6
My Commission Expires
August 05, 2027

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## IN THE UNITED STATES BANKURIFOT COURT COUNTY OF THE PROPERTY O

CORE SCIENTIFIC, INC., et al., \$ Case No. 22-99341 (CML)
Debtors\* \$ | Sciently Administered
NOTICE OF (I) CONDITIONAL APPROVAL OF DISCLOSURE
STATEMENT, (I) APPROVAL OF DISCLOSURE
WOTHOUT PROCEDURES AND (B) NOTICE PROCEDURES
FOR THE ASSUMPTION OR REJECTION OF PECUTIORY
CONTRACTS AND UNEXPIRED LEASES; (III) COMBINED
MEANING TO CONSIDER FINAL APPROVAL OF

HEARING TO CONSIDER FINAL APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN, AND (IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR FINAL APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN

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1 April Convertible Notes Secured Claims, Class 2 (August
Convertible Notes Secured Claims), Class 3 (Almer Evuprent
Lender Secured Claims), Class 3 (Benner Lungener
Claims), Class 1 (Secured Mortgage Claims), Class 8 (Benneral Unsecured
Claims), Class 11 (Secured Mortgage Claims), Class 3 (Benneral Unsecured
Claims), Class 11 (Secured Not), Claims), and Class 12 (Seisting)
Common Interests), who are otherwise eligible to vote shall be
entitled to vote to accept or reject the Plana so in November 5, 2023

4. Voting Deadline. If you received a Solicitation Packag including Ballot, and intend to vide on the Plan, you must, follow the instructions carefully, (ii) complete all of the require information on the Ballot; and (iii) except and return voting instructions on your Pallot of shart it is actually received in or the "Voting Agent") or or brief to that it is actually received for or the "Voting Agent") or or brief to that the 2222 at 55 pm. Prevailing Central Time (the "Voting Beadline"). All FAILURE TO FOLLOW THE VOTING INSTRUCTIONS INCLIDE WITH YOUR BALLOT MAY DISQUALEY YOUR BALLOT AND

5. Parties in Interest Not Entitled to Vote. Holders of Claims or Interests in Claims 4 (Plum Scienced Claims, Claiss 7 (Print) Non-Tax Claims, Claiss 10 (intercompany Claims), and Clais 11 (intercompany Interests) are not entitled to vote on the Plan and will not receive a Bullot. If any creditor seeks to challenge the Allowed amount of its Claim for voting purposes, and to be announced to the Claim for Voting purposes, and different amount of a Medica 916 (Allo Month) Allo Plan (Plan Science) (Allo Month) (Allo Plan Science) (Allo Plan Science)

5.00 p.m. (Prevailing Central Time) on December 9, 2023. Upor the filing of any such Rule 301 (36) Motion, such receitor's Ballo shall be counted in accordance with the guidelines provided in the Solicitation and Voting Procedures attached as <u>Exhibit 2</u> to the Disclosure Statement Order, unless temporarily Allower in a different amount by an order of the Court entered prior to oroncurrent with entry of an order confirming the Plan.

respond to contimenation of the Plan or final approval of the Discossure Statement is December 15, 2023 at \$500 pm (Prevailing Central Times) (in: "Objection Deadline"). "Zouza at \$500 pm (Prevailing Central Times) (in: "Objection Deadline"). "A form and Manner of Objections to Destination of the Discossure Statement, must: (i) be in writing; (ii) conform to the Bankroutyp Nase and the sharingly) tocal Balles and any order of the Court; (iii) set both the name of the objection party and the nature and amount of Claims or Interests hard of assorted by the objection garby against two Deblors estables or grounds therefore, and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filled with the Bankroutypt Court Ital Williams (See Toff ymalling) the Bankroutypt Court at United States for States (Plan Villa Time). The Deblors of States (Plan Villa Time) and the States (

BIR HOUSE OF THE DISCOUNT TO CONFIRMATION OF THE PLAN OR FINA APPROVAL OF THE DISCLOSURE STATEMENT IS NOT FILED SERVED STRICTLY AS PRESCRIBED HEREIN, THEN THE GELECTIN PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMEN OR THE ADEQUACY THEREOF AND MAY NOT BE HEARD AT THI HARBING

9. Additional Information. Any party in interest vishing to obtain information about the solicitation proceders or opines of the Biactosure Statement, the Plan, or other solicitation materials should cantact Strotte through (i) e-land solicitation materials should cantact Strotte through (ii) e-land solicitation materials should cantact Strotte through (ii) e-land Strotte (iii). The Statement in the Statement in the Statement in the Statement in the Statement and the Plan the ord charge at https://dim.epsi/1 Lonno on the with the Backed parties may also review the Disclosure of the US.1 Interested parties imply as to review the Disclosure of the US.3 interested parties may also the Statement and the Plan the ord charge at https://dim.epsi/1 Lonno on the with the Backed parties may be reviewed for a few by accessing the Bankrustptc Court's website. https://www.bs.uscourts.gv/viaps/beakrustptc.court is website. https://www.bs.uscourts.gv/viaps/beakrustptc.courts.dv.gv/viaps/beakrustptc.courts.gv/viaps/beakrustptc.courts.gv/viaps/beakrustptc.courts.gv/viaps/beakrustptc.courts.gv/viaps/beakrustptc.courts.gv/viaps/beakrustptc.courts.gv/viaps/beakrustptc.courts.gv/viaps/beakrustptc.courts.gv/viaps/viaps/viaps/viaps/viaps/viaps/viaps/viaps/viaps/viaps/viaps/viaps/viaps/viap

acer.uscourts.gov/.
NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND.

If you (i) well to accept the Plan, (ii) are solicited to vote to accept or reject the Plan, but do not vote to either accept or reject the Plan, but do not vote to either accept or reject the Plan, and do not opt out of granting the releases set forth in the Plan, (ii) vote, or are deemed, to reject the Plan or are presumed to accept the Plan but do not opt out of granting the releases set offine in the Plan, (ii) were given notice of the opportunity to opt out of granting the releases contained in the Plan the proteoses a presented in the Plan are provided to the releases contained in Section (10,80) of the Plan. The roleases as presented in the Plan are provided to the releases contained in Section (10,80) of the Plan. The roleases as presented in the Plan are provided to the releases contained in Section (10,80) of the Plan. The roleases as presented in the Plan are provided to the releases contained in Section (10,80) of the Plan. The roleases as presented in the Plan are provided to the Plan. The roleases are presented in the Plan are provided to the Plan. The roleases are presented in the Plan are provided to the Plan. The roleases are presented in the Plan are provided to the Plan. The roleases are presented in the Plan are provided to the releases to the provided the Plan. The roleases are presented in the Plan are provided to the releases to the plan are provided to the releases to the plan are provided to the releases to the plan are provided to the release to the plan are provided to the release to the release to the plan are provided to the release to the plan are provided to the release to the plan are provided to the release to the release to the plan are provided to the release to the r

SECTION 15. BLAINECTION, Except as otherwise expressly arounded in the Plan of or distributions required to be paid or silicities that was been for distributions required to be paid or silicities that the was found on the Confirmation Order, all estimates that was the Allond, or may held Collamo or interests estimates that the was the Allond or may held Collamo or interests of the Allond or the Collamo or interests of the Allondon order of the Allondon order of the Allondon order o

want work repect on any study obanic him his east releases settled, and/or treated, entitled to a distribution, or cancelle pursuant to the Plan or otherwise Disallowed; provide that such persons who have held, hold, or may hold Claim against, or Interests in, a Debtor, a Reorganized Debtor, or a Estate shall not be precluded from exercising their rights an remedies, or obtaining the benefits, solely pursuant to an conceiledar with the tener of the Disa

may commence or pursue a Claim or Cause of Action of an kind against any five lessess Party or Evcuplated Party that kind against any five lessess Party or Evcuplated Party that the Debtors, the governance, management, transactions ownership, or operation of the Debtors, he pursues, as low resistance of any security of the Debtors or the Reorganized claims and Causes of Action assertate in the Securities Claims and Causes of Action assertate in the Securities Claims Action, the DIP Facility, the Convertible tolocks Agreements, he Miller Equipment Lander Agreements related agreements relating to M&M Liens, and any and all related agreements, instruments, andre other claims and and all agreements relating to M&M Liens, and any and all related agreements, instruments, andre or other claims the formulation, preparation, disseminations, solicitation to the control of the second of the control of the treatment of the control of the control of the treatment of the control of the pursues of the control of the pursues of the control of the pursues of pursues pursues

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document, instrument, or agreement (including those set forth in the Plan Supplement Pare value (including those set forth in the Plan Supplement Pare value) in the Plan Supplement Pare value (including those set forth in the Plan Supplement Pare value). The Plan Is the contrary, as of the Effective Deals, or good and valuable consideration, the adequacy of which is hereby Plan Is the contrary, as of the Effective Deals, or good and valuable consideration, the adequacy of which is hereby Confirmation Order, to the fullest extent permissible under applicable law, as such as we may be extended or integrated after the Effective Deals, each Deleasing Plan's, shall be deemed applicable law, as such as we may be extended or integrated after the Effective Deals, each Deleasing Plan's, shall be deemed to have conclusively, altotted, such can be leasing Party, shall be deemed to have conclusively, altotted by unconditionally, invested by any and all Claims, obligations, rights, suits, damages, Causes of Action, meetings, and lizabilities withstower, including any and all Claims, obligations, rights, suits, damages, Causes of Action, meetings, and lizabilities withstower, including may be asserted on behalf of the Debtors or their Estates, that such Entity would have been logately entitled to assert in heter own right (whether individually or collectively) or on or unknown, forecens or indivisence, unknown for in part, and cort or in any manner arising from, in whole or in part, and cort or in any manner arising from, in whole or in part, and cort or in any manner arising from, in whole or in part, and cort or in any manner arising from, in whole or in part, and cort or in any manner arising from, in whole or in part, and cort or in any manner arising from, in whole or in part, and cort or in any manner arising from, in whole or in part, and cort or in any ma

the RSA, the Chapter 11 cases, the pursuit of continuate implementation of the Plane of Confirmation Order, included the issuance or distribution of securities pursuant to the Plan (encluding), that not limited to, the theory Common interest or the distribution of properly under the Plan, or any oth occurrence taking place on or before the Effective Dal Notwithstanding anything to the contrary in the foreign the Notwithstanding anything to the contrary in the foreign the releases set form in Section 10.0) of the Plan (1) shall not be construed as (a) releasing any Release Plarty from Claims or Causes of Action arising from an act omission that is judicially determined by a Final Order to hat not exempt from the scope of these bird-party releases a Claims or Causes of Action arising under sections 544 or 54 or the Bankruptic Code or state base operening fraudied missconduct, or gross negligence, or (b) releasing any poet Effective Date Colligations of any party certify under URA.

specifically provided in the Plan, no Exceptated Party shall have been incur liability for, and each Exceptated Party shall have been incur liability for, and each Exceptated Party shall have been incurred to the provided Party in the Party of the Party Shall have been a compared to the Party of the Par

SECTIONS.17 <u>CANCEL LATION OF LIERS.</u>

Including sections 4.4 and 4.6 of the Plan, all notes, instruments, including sections 4.4 and 4.6 of the Plan, all notes, instruments, including sections 4.4 and 4.6 of the Plan, all notes, instruments, interests will be cancelled and obligations of the Debtors thereunder will be discharged and of no further force or effect, except for the purpose of allowing the applicable agents and trustees to receive distributions from the Debtors under the Plan and to make any further distributions to the applicable holders on

account of brief Allowed Claims and Interests.

(MATER THE Effective Date and following). The distributions (MATER THE Effective Date and following). The distributions (Claims and Allowed Miner Equipment Lender Secured Claims and Allowed Miner Equipment Lender Secured Claims and ander (ii) with regarded Interest Secured Claims, ander (iii) with regarded Interest Secured Claims, anders (iii) with regarded Interest Secured Claims, anders evidence the release of any and all mortgages, deeds of that Lieue, pledges, and other security and and anomaly and allowed Interests of the Interest Secured Claims, and MAM Lend Interests and Interest Secured Claims, and MAM Lend Interests and Interest Secured Claims, and MAM Lend Interests Secured Claims, and MAM Lend Interests and Interest Secured Claims, and MAM Lender Secured Claims, and Lender Secured Claims, and MAM Lender Secured Claims, and MAM L

Relevant Definitions Related to Release and Exculpation

Provisions:

"Exculpated Parties" means each of the following in their

imembers, eduh solely in their capacity is such. "Related Parties" means with respect to a Person, that Person's current and former Affiliates, and such Person's and managers, officers, equily holders frequentless of whether such interests are held directly or indirectly, affiliated investment funds or investment whiches, prodecessors, participacins, successors, and assigns, subdidartes, and each of their respective current and members, financial advisors, partners, limited partners, general partners, attempes, accountains, managed accounts for funds, management companies, fund advisors, investment bunkers, commoditions, representatives, and other professionals, and soat processionals and processionals and commoditions of the procession of the the procession of the proc

through the foregoing entities:

"Released Parties" mans, collectively: (i) the Debbors; (ii) the Rearganized Debtors; (iii) the Equity Committee and its members that are party to the ReA. obely in their capacities as such; (iv) the Backstop Parties; (v) the Settling Miner Equipment Lenders; (vi) Beaches Coroup; (vii) the Orderstring Creditors; (vi) the EAL Enders; (vi) the Orderstring Creditors; (vi) the EAL Enders; (vi) the Orderstring Creditors; (vi) the EAL Enders; (vii) the Orderstring Creditors; (viii) the Orderstring C

"Releasing Parties" means collectively, and in each case solely in their capacity as such, (i) the Debrois, (ii) the Releasing Debrois; (iii) with respect to each of the foregoing Persons in clauses (i) through, ii) all Related Parties; (iii) the Released Princip, (iii) the Released Princip of the Released Princip of the Released Princip of the Related Princip of the Rela

), YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY

1, REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE,

1 EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR

1 RIGHTS MIGHT BE AFFECTED.

Notice of Assumption and Rejection of Executory Contracts and Unexpired Leases of Debtors and Related Procedures 1. Please take notice that, in accordance with Article VIII of the Plan and sections 365 and 1123 of the Bankruptly Code, as of an subject to the occurrence of the Effective Date and the paymen of any applicable Cure Amount, and subject to section 8.5 of the Plan, all Executory Contracts and Unexpired Leases to which agreement of the pathes therete, un is the subject of a modern to you is specifically segregated as a control or lease to be rejected on the Schedule of Rejected Contracts. Subject to (i) satisfaction of the conditions set forth in section 3.1 (a) of the Plan (ii) resolution of any disputes in accordance with section 8.2 of the Plan with tool of any disputes in accordance with section 8.2 of the Plan with of any disputes in accordance with section 8.2 of the Plan with or a subject to the plan of the plan of the Plan of the Plan of the section of the Plan of the Plan of the Plan of the Plan of the entry of the Confirmation Order by the Bankrupty Court shall consolitate approach of the assumptions or rejections provided for in the Plan pursuant to sections 85(s) and 11.23 of the Bankrupty or in the Plan pursuant to sections 85(s) and 11.23 of the Bankrupty or in the Plan pursuant to sections 85(s) and 11.23 of the Bankrupty or a segment of the Bankrupty Court adult for a seignee to incordance with its terms, except a modelled by any provision of the Plan, any order of the Bankrupty Court adult-forcing and posticide live.

applicable law.

2. The Plan provides that to the maximum extent permitted by law, to the extent any provision in any Executory Contract of Untergried Lease assumed pursuant to the Plan restricts or Untergried Lease assumed pursuant to the Plan restricts or Untergried Lease assumed pursuant to the Plan restricts or Untergried Lease (and the plan restricts) and the plan restricts of Untergried Lease (and facility any "change of control" provision, then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unterpried Lease or the cerecise any other deduct-related registrations.

3. Section 8.2 of the Pieus stipulates that the Debtors shall file, as part of the Pians Supplement, the Schedule of Rejected Contracts and the Schedule of Assumed Contracts. The Pian further provides that prior to the Contract Newspire, the Obstact shall serve a that prior to the Contract Newspire, the Obstact shall serve a better provided that the Pieus of the Schedule of Schedule o

order, or approval of the Bankrustyck Court.

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dependent of the proposed assumption of such Executory
Contract or Unexperted Less shall be deemed to have assented
to assumption of the applicable Executory Contract or Unexperted
provides a supplicable Executory Contract or Section 1997.

Section 1997 of the Sec

5. Section 8.3 of the Plan provides that unless otherwise provided by an order of the Basinsupto, court Proofs of Claim Provided Provided

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT. 6. Plan Supplement. The Debtors will file and serve any

Please bide notice that is accordance with Article IV of the land not section 124 of the Barburghty Cole, as of and subject to the occurrence of the Effective Date and the payment of any pipication Cure Amount and subject to section 7.11 of the Plant (Other Secured Chaires in Class 4 shall be Reinstated. Subject 10) estatistication of the conditions set for his section 7.11 of the Plant with respect to the Cure Amounts subject to such spages, and (iii) the courrence of the Effective Date, entry of the Confirmation Order by the Barkungtry Court shall authorize entertainment of the other Secured Chaires In Class 4 pressured to

2. Section 7.11 of the Pfin shipulates least ten (10) days before the deadline to object to Confirmation of the Pfin, the befores attal server a notice on Holder Of Other Secured Confirmation of Section 2 and server a notice on Holder Of Other Secured Confirmation of Pfin Section Confirmation of the Pfin Section Collams. Any objection by a Holder of an Other Secured Colam in Class 4 to the proposed Cone Annualt mast be 174 of the Pfin Section Collams. Any objection by a Holder of an Other Secured Colam in Class and Collams of the Pfin Section Collams of the Pfin Section Collams of the Section Collams of the Section Collams of the Section Collams of Class deliverated to the Holder of the Other Section Collams of Class Annualt shall be detended to have assembled to the Pfin Section Collams of the Section Collams of Class and the Section Collams of the Section

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UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN CCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY

QUESTIONS: If you have questions about this Combined Hearing Notice, please contact Stretto through (i) e-mid-decreased Notice, please contact Stretto through (ii) e-mid-society (iii) e-

The Debtors in these chapter 11 cases, along with the last tour digits of each Debtor's federal tax deministration number, as as follows: Core Scientific Mining LLC (6971); Core Scientific Report (1987); Core Scientific Augusted Mining LLC (6972); Core Core Scientific Specially Mining (Distances) LLC (4972); American Property Aquasition (LC (6925); Startocal Capital LLC (6977); RADIAR LLC (5106); American Property Acquasitions LLC (4977); RADIAR LLC (5106); American Property Acquasitions VILL (6717); RADIAR LLC (6106); American Property Acquasitions VILL (6717); RADIAR LLC (6106); American Property Acquasitions VILL (6107); RADIAR LLC (6107); (6107); RADIA

meanings ascribed to them in the Plan, attached as <u>Exhibit A</u> to the Disclosure Statement. Saturday-Sunday, November 25-26, 2023

IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION

CORE SCIENTIFIC, INC., et al.,
Debtors¹ \$ (ase No. 22-90341 (CML)
\$ (Jointly Administered)

§ Chapter 11

NOTICE OF (I) CONDITIONAL APPROVAL OF DISCLOSURE STATEMENT, (II) APPROVAL OF (A) SOLICITATION AND VOTING PROCEDURES AND (B) NOTICE PROCEDURES FOR THE ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (III) COMBINED **HEARING TO CONSIDER FINAL APPROVAL OF** DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN; AND (IV) ESTABLISHING NOTICE AND OBJECTION

PROCEDURES FOR FINAL APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN TO ALL PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF:

Debtor, Case Number: Core Scientific Mining LLC, 22-90340 Core Scientific, Inc., 22-90341; Core Scientific Acquired Mining LLC, 22-90342; Core Scientific Operating Company, 22-90343; Radar Relay, Inc., 22-90344; Core Scientific Specialty Mining (Oklahoma) LLC, 22-90345; American Property Acquisition, LLC, 22-90346; Starboard Capital LLC, 22-90347; RADAR LLC, 22-90348; American Property Acquisitions I, LLC, 22-90349; American Property Acquisitions VII, LLC, 22-90350 PLEASE TAKE NOTICE OF THE FOLLOWING:

1. Conditional Approval of Disclosure Statement. On be modified, amended, or supplemented, the "Plan").2

2. **Combined Hearing**. A hearing to consider confirmation Creditors, without further notice other than by a Bankruptcy Court its agenda. The Plan may be modified, if necessary, prior to, during, or as a result of the Combined Hearing.

3. Voting Record Date. Holders of Claims or Interests in Class 1 (April Convertible Notes Secured Claims), Class 2 (August Convertible Notes Secured Claims), Class 3 (Miner Equipment Lender Secured Claims), Class 5 (M&M Lien Secured Claims), Class 6 (Secured Mortgage Claims), Class 8 (General Unsecured Claims), Class 11 (Section 510(b) Claims), and Class 12 (Existing Claims), Class 11 (Section 510(b) Claims), and Class 12 (Existing Common Interests), who are otherwise eligible to vote shall be entitled to vote to accept or reject the Plan as of November 9, 2023 (the "Woting Record Date")

SECTION 10.6(a) RELEASES BY THE DEBTORS.

Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, pursuant to section

(the "Voting Record Date").
4. Voting Deadline. If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan, you must: (i) the Debtors' solicitation and voting agent, Stretto, Inc. ("Stretto" unconditionally and irrevocably, released and discharged by the Debtors, the Reorganized Debtors, and the Estates from the "Voting Agent") on or before December 13 2023 at 5:00

or Interests in Class 4 (Other Secured Claims), Class 7 (Priority the Debtors, the Reorganized Debtors, the Estates, or their Non-Tax Claims), Class 10 (Intercompany Claims), and Class 11 (Intercompany Interests) are not entitled to vote on the Plan own right (whether individually or collectively) or on behalf and will not receive a Ballot. If any creditor seeks to challenge the Allowed amount of its Claim for voting purposes, such on or relating to, or in any manner arising from, in whole or creditor must file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for voting purposes in a different amount (a "Rule 3018(a) Motion"). Debtors, the purchase, sale or rescission of any security of the Any Rule 3018(a) Motion must be filed with the Court not later than 5:00 p.m. (Prevailing Central Time) on December 8, 2023. Upon the filing of any such Rule 3018(a) Motion, such creditor's Ballot shall be counted in accordance with the guidelines provided in concurrent with entry of an order confirming the Plan.

(Prevailing Central Time) (the "Objection Deadline").

approval of the Disclosure Statement, must: (i) be in writing; (ii) Order in lieu of such legal opinion) created or entered into conform to the Bankruptcy Rules and the Bankruptcy Local Rules, and any order of the Court; (iii) set forth the name of the objecting Disclosure Statement, the Plan Settlements, the New Secured party and the nature and amount of Claims or Interests held or Convertible Notes Documents, the New Secured Notes property; (iv) provide the basis for the objection and the specific the New Miner Equipment Lender Debt Documents, the grounds therefor, and, if practicable, a proposed modification to Exit Facility Documents, the New Warrants Agreement, the the Plan that would resolve such objection; and (v) be filed with the Bankruptcy Court (with proof of service) via ECF or by mailing to the DIP Loan Documents, the DIP Facility, the Terminated RSA, Bankruptcy Court at United States Bankruptcy Court Clerk's Office, United States Courthouse, 515 Rusk Avenue, Courtroom 401, 4th and consummation of the Plan, the administration and satisfaction of the applicable M&M Lien Takeback Debt, the Floor, Houston, Texas 77002, so as to be actually received no later than the Objection Deadline.

. IF AN ÓBJECTION TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THEN THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND MAY NOT BE HEARD AT THE

to obtain information about the solicitation procedures or copies of the Disclosure Statement, the Plan, or other is judicially determined by a Final Order to have constituted solicitation materials should contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Action arising under sections 544 or 548 of the Bankruptcy Exchange, Suite 100, Irvine, CA 92602, or (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.). Interested parties may also review the Disclosure Statement and the Plan free of charge at https://dm.epiq11.com/ on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: https://www.txs. Court's website. A PACER password can be obtained at: https:// pacer.uscourts.gov/

NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN PLAN

accept or reject the Plan, but do not vote to either accept or valuable consideration, the adequacy of which is hereby reject the Plan, and do not opt out of granting the releases set | confirmed, except as otherwise provided in the Plan or in the forth in the Plan, (iii) vote, or are deemed, to reject the Plan or are presumed to accept the Plan but do not opt out of granting applicable law, as such law may be extended or integrated the releases set forth in the Plan, or (iv) were given notice of after the Effective Date, each Releasing Party, shall be deemed in their capacity as such, and any and all other Persons or Entities there is a dispute relating to the Cure Amount, the Debtors the opportunity to opt out of granting the releases contained to have conclusively, absolutely, unconditionally, irrevocably, in the Plan but do not opt out, you shall be deemed to have and forever, released, and discharged the Debtors, the consented to the releases contained in Section 10.6(b) of Reorganized Debtors, and the Released Parties from any the Plan. The releases as presented in the Plan are provided and all Claims, obligations, rights, suits, damages, Causes

provided in the Plan or for distributions required to be paid or may be asserted on behalf of the Debtors or their Estates, delivered pursuant to the Plan or the Confirmation Order, all that such Entity would have been legally entitled to assert Entities that have held, hold, or may hold Claims or Interests in their own right (whether individually or collectively) or on that have been released pursuant to Section 10.6(a) or Section | behalf of the Holder of any Claim or Interest, whether known 10.6(b), shall be discharged pursuant to Section 10.3 of the or unknown, foreseen or unforeseen, existing or hereinafter Plan, or are subject to exculpation pursuant to Section 10.7, arising, in law, equity, or otherwise, based on or relating to, of the releases set forth in section 10.6(b) of the Plan shall not be deemed a Released Party thereunder. permanently enjoined, from and after the Effective Date, from omission, transaction, agreement, event, or other occurrence taking any of the following actions against, as applicable, the backets, and better the Effective Date, including any Debtors, the Reorganized Debtors, the Released Parties, and Claims or Causes of Action based on or relating to, or in any or the Exculpated Parties (to the extent of the exculpation manner arising from, in whole or in part, the Chapter 11 Cases, provided pursuant to Section 10.7 with respect to the the Debtors, the governance, management, transactions, Exculpated Parties): (i) commencing or continuing in any ownership, or operation of the Debtors, the purchase, sale or manner any action or other proceeding of any kind on account | rescission of any security of the Debtors or the Reorganized of or in connection with or with respect to any such Claims or Debtors (which includes, for the avoidance of doubt, all Interests; (ii) enforcing, attaching, collecting, or recovering by claims and Causes of Action asserted or assertable in the forth herein; (vii) the Holders of all Claims or Interests that vote, or any manner or means any judgment, award, decree, or order Securities Class Action), the DIP Facility, the Convertible are deemed, to reject the Plan or that are presumed to accept the against such Entities on account of or in connection with or Notes Agreements, the Miner Equipment Lender Agreements, with respect to any such Claims or Interests; (iii) creating, the Mortgage Agreements, the General Contracts, any and perfecting, or enforcing any Lien or encumbrance of any kind all agreements relating to M&M Liens, the formulation, against such Entities or the property or the estates of such preparation, dissemination, solicitation, negotiation, entry Entities on account of or in connection with or with respect to any such Claims or Interests; (iv) asserting any right of the Disclosure Statement, or any Restructuring Transaction, setoff, subrogation, or recoupment of any kind against any contract, instrument, release, or other agreement or obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless (x) such Entity document, or other agreement contemplated by the Plan or has timely asserted such setoff right either in a Filed Proof of Claim, or in another document Filed with the Bankruptcy Order in lieu of such legal opinion) created or entered into Court explicitly preserving such setoff or that otherwise in connection with the Plan, the Plan Supplement, the Court explicitly preserving such setoff or that otherwise indicates that such entity asserts, has, or intends to preserve Disclosure Statement, the Plan Settlements, the New Secured any right of setoff pursuant to applicable law or otherwise Convertible Notes Documents, the New Secured Notes agreement with the Debtors or an Executory Contract that

has been assumed by the Debtors as of the Effective Date; and (v) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection | Rights Offering, the Backstop Commitment Letter, the Initial | such contract or lease (i) was previously assumed or rejected by the Debtors, pursuant to Final Order of the Bankruptcy Court, (ii) other proceeding of any kind on account of or in connection | Rights Offering, the Backstop Commitment Letter, the Initial | previously expired or terminated pursuant to its own terms or by with or with respect to any such Claims or Interests released, settled, and/or treated, entitled to a distribution, or cancelled pursuant to the Plan or otherwise Disallowed; provided and consummation of the Plan, the administration and consummation of the Plan or otherwise Disallowed; provided consummation of the Plan, the administration and consummation of the Plan or otherwise Disallowed; provided consummation consummation of the Plan, the administration and consummation consumm that such persons who have held, hold, or may hold Claims against, or Interests in, a Debtor, a Reorganized Debtor, or an the issuance or distribution of securities pursuant to the Plan Estate shall not be precluded from exercising their rights and (including, but not limited to, the New Common Interests), of any disputes in accordance with section 8.2 of the Plan with remedies, or obtaining the benefits, solely pursuant to and consistent with the terms of the Plan.

Subject in all respects to Section 11.1, no entity or person may commence or pursue a Claim or Cause of Action of any kind against any Released Party or Exculpated Party that ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized omission that is judicially determined by a Final Order to have in accordance with its terms, except as modified by any provision Debtors (which includes, for the avoidance of doubt, all constituted actual fraud (provided that actual fraud shall of the Plan, any order of the Bankruptcy Court authorizing and claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible
Notes Agreements, the Miner Equipment Lender Agreements, the General Contracts, any
or otherwise avoidable transfers or conveyances), willful
by law, to the extent any provision in any Executory Contract and all agreements relating to M&M Liens, and any and all related agreements, instruments, and/or other documents, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring November 14, 2023 the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") held a hearing (the "Conditional Disclosure Statement Hearing")

Entity regarding any transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any hearing the "Conditional Disclosure Statement Hearing") at which it conditionally approved the Disclosure Statement for Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1439) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the "Disclosure Statement") of Core Scientific, Inc. and its affiliated debtors in the Schedule of Rejected Contracts and the Schedule of Rejected Contracts of the Plan Supplement, the Plan Supplement, the Plan Supplement, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the New Secured Statement") of Core Scientific, Inc. and its affiliated debtors in the Debtors, the Plan Settlements, the New Secured Notes Scientific, Inc. and its affiliated debtors in the Debtors of the Debtors, the Plan Settlements, the New Secured Notes Scientific, Inc. and its affiliated debtors in the Debtors of the Debtors, the Debtors of the Debtors, the Notes Documents, the New Secured Notes In Comparison of the Debtors, the Debtors of the Plan Supplement, the Plan Supplement, the Plan Supplement, the Plan Supplement, the Debtors of the Plan Supplement, the Debtors of the Plan Supplement, the Plan Supplement, the Plan Supplement, the Debtors of the Plan Supplement, the Plan Supplement, the Debtors of the Plan Supplement, the Debtors of the Plan Supplement, the Plan Supplement, the Plan Supplement, the Plan Supplement, the Debtors of the Plan Supplement, the Plan Supplem above-captioned chapter 11 cases (collectively, the "Debtors"), and thereafter entered an order (the "Disclosure Statement | Documents, the New Miner Equipment Lender Debt Documents, the Order") with respect thereto. The Disclosure Statement Order, Exit Facility Documents, the New Warrants Agreement, the among other things, authorizes the Debtors to solicit votes to accept the Third Amended Joint Chapter 11 Plan of Core Scientific, DIP Loan Documents, the DIP Facility, the Terminated RSA, Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket | the RSA, the Chapter 11 Cases, the pursuit of confirmation No. 1438) (including any exhibits and schedules thereto and as may and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan | the Disclosure Statement, or any Restructuring Transaction, | or Unexpired Lease shall be deemed to be Zero Dollars (\$0). Any of the Plan and final approval of the Disclosure Statement (including, but not limited to, the New Common Interests), (the "Combined Hearing") has been scheduled for December or the distribution of property under the Plan, or any other The Common of property under the Plan, or any other agreement, act or omission, transaction, event, or other agreement, act or omission, transaction, event, or other agreement contemplated by the Plan or courrence taking place on or before the Effective Date related Under, in the Bankruptcy Court. The Combined Hearing may be adjourned or continued from time to time by the Bankruptcy Court or the Debtors, with the consent of the Requisite Consenting.

The Combined Hearing may be a sumption of property under the Plan, or any other agreement, or other agreement contemplated by the Plan or other agreement contemplated by the Plan or or relating to the foregoing without the Bankruptcy Court. (i) first determining, after notice and a hearing, that such Claim or Court or the Debtors, with the consent of the Requisite Consenting in connection with the Plan, the Plan Supplement, the Bankruptcy Court. If there is an Assumption Dispute pertaining any transaction, contract, instrument, and assumption or property under the Plan or other agreement contemplated by the Plan or related to the Debtors within the Debtors within the Debtors or authorized by the Sankruptcy Court. If there is an Assumption Dispute pertaining any transaction, contract, instrument, and assumption or related to the Plan or other agreement contemplated by the Plan or related by the Plan or other agreement contemplated by the Plan or other agreement contemplated by the Plan or related by the Plan or other agreement contemplated by the Plan or related by the Plan or other agreement contemplated by the Plan or other agreement contemplated by the Plan or related by the Plan Creditors, without further notice other than by a Bankruptcy Court announcement providing for such adjournment or continuation on its agenda. The Plan may be modified, if necessary, prior to, during, bring such Claim or Cause of Action against any such Released

Or gross negligence against a Released Party or Exculpated announcement, the Plan Settlements, the New Secured not assumption of an Executory Contract or Unexpired Lease (other Convertible Notes Documents, the New Secured Notes be heard by the Bankruptcy Court prior to such assumption being Party or Exculpated Party. The Bankruptcy Court shall have sole and exclusive jurisdiction to determine whether a Claim or Cause of Action is colorable and, only to the extent legally permissible and as provided for in Section 11.1, shall have jurisdiction to adjudicate the underlying colorable Claim or Cause of Action.

consideration, the adequacy of which is hereby confirmed, OUR VOTE.
5. Parties in Interest Not Entitled to Vote. Holders of Claims existing or hereinafter arising, in law, equity, or otherwise, that in part, the Chapter 11 Cases, the Debtors, the governance. management, transactions, ownership, or operation of the or assertable in the Securities Class Action), the DIP Facility, in a different amount by an order of the Court entered prior to or the formulation, preparation, dissemination, solicitation, Disclosure Statement is December 15, 2023 at 5:00 p.m. (Prevailing Central Time) (the "Objection Deadline"). 7. Form and Manner of Objections to Confirmation. in connection with the Plan, the Plan Supplement, the Rights Offering, the Backstop Commitment Letter, the Initial implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth in Section 10.6(a) of the Plan (i) shall only be applicable to the maximum extent permitted by law; (ii) shall any mortgages, deeds of trust, Liens, pledges, and other security not be construed as (a) releasing any Released Party from interests held by the Holders of the M&M Lien Secured Claims, 9. Additional Information. Any party in interest wishing not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that actual fraud (provided that actual fraud shall not exempt from the scope of these Debtor releases any Claims or Causes of Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, (b) releasing any Released Party from Claims or Causes of Action held by the Debtors arising from sertasimmons. In addition, the Disclosure Statement and Plan are an act or omission that is determined by a Final Order or by a federal government agency to have constituted a violation of any federal securities laws or (c) releasing any post-Effective

document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan. INTERESTS. Notwithstanding anything contained in If you (i) vote to accept the Plan, (ii) are solicited to vote to Plan to the contrary, as of the Effective Date, for good and of Action, remedies, and liabilities whatsoever, including SECTION 10.5 INJUNCTION. Except as otherwise expressly any derivative Claims or Causes of Action asserted or that into, or filing of the Plan (including the Plan Supplement) document (including any legal opinion requested by any

the reliance by any Released Party on the Plan or Confirmation

or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other the releases set forth in Section 10.6(b) of the Plan (i) shall not exempt from the scope of these third-party releases any providing for its assumption or assumption and assignment, or misconduct, or gross negligence, or (b) releasing any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan

have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action | with respect thereto. for any claim related to any act or omission in connection purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors, the DIP Facility, the Convertible Debtors' intention to potentially assume, assume and assign, Notes Agreements, the Miner Equipment Lenuer Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, and related agreements, the formulation, Lease that the Debtors or Reorganized Debtors, as applicable, setting forth the proposed Guide American, where applicable, setting forth the proposed Guide American, and the formulation, agreements and assign is not listed on such a preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement). contract, instrument, release, or other agreement or the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the as applicable, may, with the consent of the Requisite Consenting Rights Offering, the Backstop Commitment Letter, the Initial Creditors, settle any dispute regarding the Cure Amount or the DIP Loan Documents, the DIP Facility, the Terminated RSA, nature thereof without any further notice to any party or any action the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), 1123(b) of the Bankruptcy Code, for good and valuable or the distribution of property under the Plan, or any other related agreement, except for Claims or Causes of Action including the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and in a Final Order to have constituted actual fraud, willful contract or lease; (ii) terminate or modify, or permit the termination the contributions of the required information on the Ballot; and (iii) execute and return your completed Ballot according to and as set forth in detail in the or in the Confirmation Order, on and after the Effective Date, or in the Confirmation Order, on and after the Effective Date, and Union Debtor under the Plan, except as otherwise provided in the Plan or in the Confirmation Order, on and after the Effective Date, and Union Debtor under the Plan or in the Confirmation Order, on and after the Effective Date, and Union Debtor under the Plan or in the Confirmation Order, on and after the Effective Date, and Union Debtor under the Plan or in the Confirmation Order, on and after the Effective Date, and Union Debtor under the Plan or in the Confirmation Order, on and after the Effective Date, and Union Debtor under the Plan or in the Confirmation Order, on and after the Effective Date, and Union Debtor Under the Plan or in the Confirmation Order, on and after the Plan or in the Confirmation Order, on and after the Plan or in the Confirmation Order, on and after the Plan or in the Confirmation Order, on and after the Effective Date, and Union Debtor Under the Plan or in the Confirmation Order, on and after the Plan or in the Confirmation Order, on and after the Plan or in the Confirmation Order, on and after the Plan or in the Confirmation Order, or assignment of the rights of any Debtor Under the Plan or in the Confirmation Order, or assignment of the rights of any Debtor Under the Plan or in the Confirmation Order, or assignment of the rights of any Debtor Under the Plan or in the Confirmation Order, or assignment of the rights of any Debtor Under the Plan or in the Confirmation Order, or assignment of the Plan or in the Confirmation Order, or assignment of the Plan or in the Confirmation Order, or assignment of the Plan or in the Confirmation Order, or assignment of the Plan or in the Confirmation Order, or assignment of the Plan or in the Confirmation Order, or assignment of the Plan order or in the Confirmati completion of the Plan, shall be deemed to have, participated p.m. (Prevailing Central Time) (the "Voting Deadline"). ANY FAILURE TO FOLLOW THE VOTING INSTRUCTIONS INCLUDED WITH YOUR BALLOT MAY DISQUALIFY YOUR BALLOT AND Lien upon any property or Asset of any Debtor or any Reorganized Central Time) (the "Voting Deadline"). ANY any and all Claims, obligations, rights, suits, damages, Causes in good faith and in compliance with all applicable laws with permitting the reorganized decidency of the restates from the Plan and the Plan derivative claims, asserted or assertable on behalf of the pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation apply to the assumption of such Executory Contract or Unexpired governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Executory Contracts or Unexpired Leases that fail to object to Notwithstanding anything to the contrary in the foregoing, the of the Holder of any Claim or Interest or other Person, based exculpations set forth in Section 10.7 of the Plan (i) shall only in Section 8.2(a) of the Plan, shall forever be barred and enjoined be applicable to the maximum extent permitted by law; and from objecting to the proposed assumption or to the validity of (ii) shall not be construed as (a) exculpating any Exculpated such assumption (including with respect to any Cure Amounts or Party from Claims or Causes of Action arising from an act the provision of adequate assurance of future performance), or or omission that is judicially determined by a Final Order to taking actions prohibited by the foregoing or the Bankruptcy Code Debtors or the Reorganized Debtors (which includes, for the have constituted actual fraud (provided that actual fraud on account of transactions contemplated by the Plan. avoidance of doubt, all claims and Causes of Action asserted shall not exempt from the scope of these exculpations any

> Interests will be cancelled and obligations of the Debtors thereunder will be discharged and of no further force or effect, account of their Allowed Claims and Interests.

> Claims and Allowed Miner Equipment Lender Secured Claims Debtors or the Reorganized Debtors, at their expense, may, in their sole discretion, take any action necessary to terminate, cancel, extinguish, and/or evidence the release of any and all mortgages, deeds of trust, Liens, pledges, and other security interests with respect to the Convertible Notes Secured Claims Miner Equipment Lender Secured Claims, and M&M Lien Secured Claims, including, without limitation, the preparation and filing of any and all documents necessary to terminate, satisfy, or release Miner Equipment Lender Secured Claims, the Notes Agent, and/ or Convertible Noteholders, including, without limitation, UCC-3 termination statements.

<u>Provisions</u>:

"Exculpated Parties" means each of the following in their capacity as such and, in each case, to the maximum extent

Person's current and former Affiliates, and such Person's and its current and former Affiliates' current and former directors, uscourts.gov/page/bankruptcycourt. Note that a PACER password and login are needed to access documents on the Bankruptcy Confirmation Order, any Restructuring Transaction, or any interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, n the Plan Supplement) executed to implement the Plan.

SECTION 10.6(b) RELEASES BY HOLDERS OF CLAIMS AND former equity holders, officers, directors, managers, principals, members, employees, agents, fiduciaries, trustees, advisory board members, financial advisors, partners, limited partners, general partners, attorneys, accountants, managed accounts or funds, management companies, fund advisors, investment bankers, consultants, representatives, and other professionals, and such Person's respective heirs, executors, estates, and nominees, each that may purport to assert any Cause of Action derivatively, by or

through the foregoing entities. Reorganized Debtors; (iii) the Equity Committee and its members that are party to the RSA, solely in their capacities as such; (iv) the Backstop Parties; (v) the Settling Miner Equipment Lenders; (vi) Brown Corporation; (vii) Holliwood LLC; (viii) the Ad Hoc Noteholder Group; (ix) the Consenting Creditors; (x) the Exit Lenders; (xi) the Notes Agent, solely in its capacity as such; and (xii) with respect to each of the foregoing Persons in clauses (i) through (xi), all Related Parties. Notwithstanding the foregoing, any Person that opts out

"Releasing Parties" means collectively, and in each case solely in their capacity as such, (i) the Debtors; (ii) the Reorganized Debtors: (iii) with respect to each of the foregoing Persons in clauses (i) through (ii), all Related Parties; (iv) the Released Parties; (v) the Holders of all Claims or Interests that vote to accept the Plan; vi) the Holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan and do not opt out of granting the releases set Plan but do not opt out of granting the releases set forth herein; and (viii) the Holders of all Claims and Interests and all Other Beneficial Owners that were given notice of the opportunity to opt out of

granting the releases set forth herein but did not opt out. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN. INCLUDING THE RELEASE. EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Notice of Assumption and Rejection of Executory Contracts and Unexpired Leases of Debtors and Related Procedures

1. Please take notice that, in accordance with Article VIII of the Plan and sections 365 and 1123 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 8.5 of the Plan, all Executory Contracts and Unexpired Leases to which or (y) such right to setoff arises under a postpetition Documents, the Contingent Payment Obligations Documents, any of the Debtors are parties shall be deemed assumed, unless

implementation of the Plan or Confirmation Order, including on the Schedule of Rejected Contracts. Subject to (i) satisfaction of the conditions set forth in section 8.1(a) of the Plan. (ii) resolution respect to the Executory Contracts or Unexpired Leases subject to such disputes, and (iii) the occurrence of the Effective Date, occurrence taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing, in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy arose or arises from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, and (ii) shall not be construed as (a) releasing any Released assumed and assigned pursuant to the Plan shall vest in and be Party from Claims or Causes of Action arising from an act or | fully enforceable by the applicable Reorganized Debtor or assignee

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or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease (including any "change of control" provision), Supplement) executed to implement the Plan.

SECTION 10.7 EXCULPATION. Except as otherwise specifically provided in the Plan, no Exculpated Party shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights

3. Section 8.2 of the Plan stipulates that the Debtors shall file, as intend to assume or assume and assign is not listed on such a notice, the proposed Cure amount for such Executory Contract objection by a counterparty to an Executory Contract or document (including any legal opinion requested by any Unexpired Lease to the proposed assumption, assumption effective; provided that the Debtors or the Reorganized Debtors, order, or approval of the Bankruptcy Court.

4. Section 8.2 of the Plan further provides that any counterparty to an Executory Contract or Unexpired Lease that does not timely object to the notice of the proposed assumption of such Executor Contract or Unexpired Lease shall be deemed to have assented to assumption of the applicable Executory Contract or Unexpired Lease notwithstanding any provision thereof that purports to (i) accelerate, or otherwise alter any obligations or liabilities of any Lien upon any property or Asset of any Debtor or any Reorganized Lease pursuant to the Plan and counterparties to assumed

5. Section 8.3 of the Plan provides that unless otherwise Claims or Causes of Action arising under sections 544 or 548 provided by an order of the Bankruptcy Court, Proofs of Claim shall be counted in accordance with the guidelines provided in the Solicitation and Voting Procedures attached as Exhibit 2 to the Disclosure Statement Order, unless temporarily Allowed to the Disclosure Statement Order, unless temporarily Allowed to the Contracts, any and all agreements relating to M&M Liens, any and all agreements relating to M&M Liens, and the solicitation and Voting Procedures attached as Exhibit 2 to the Disclosure Statement Order, unless temporarily Allowed Contracts, any and all agreements relating to M&M Liens, in the Convertible Notes Agreements, the Miner Equipment of the Bankruptcy Code or state laws governing fraudulent with respect to Claims arising from the rejection of Executory or otherwise avoidable transfers or conveyances), willful Contracts or Unexpired Leases, if any, must be Filed with the Miner Equipment or otherwise avoidable transfers or conveyances), willful Contracts, any and all agreements relating to M&M Liens, misconduct, or gross negligence, or (b) exculpating any post-Effective Date obligations of any party or Entity under of entry of an order of the Bankruptcy Court approving such concurrent with entry of an order confirming the Plan.

6. **Objections to Confirmation.**The deadline to object or respond to confirmation of the Plan or final approal of the Disclosure Statement, or any Restructuring Transaction, or any Restructuring Transaction Transaction, SECTION 5.17 CANCELLATION OF LIENS.
(a) Except as otherwise specifically provided in the Plan, including sections 4.4 and 4.6 of the Plan, all notes, instruments, order of the Bankruptcy Court, as applicable, forever barred Objections and responses, if any, to confirmation of the Plan or final the reliance by any Released Party on the Plan or Confirmation certificates evidencing debt of the Debtors and Existing Common from assertion, and shall not be enforceable against, as applicable, the Debtors, the Estates, the Reorganized Debtors. or property of the foregoing parties, without the need for except for the purpose of allowing the applicable agents and any objection by the Debtors or the Reorganized Debtors, as trustees to receive distributions from the Debtors under the Plan applicable, or further notice to, or action, order, or approval asserted by the objecting party against the Debtors' estates or Documents, the Contingent Payment Obligations Documents, and to make any further distributions to the applicable Holders on of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or (b) After the Effective Date and following (i) the distributions | Unexpired Lease shall be deemed fully satisfied, released, to Holders on account of Allowed Convertible Notes Secured and discharged, notwithstanding anything in the Schedules,

if any, or a Proof of Claim to the contrary.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN
ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

6. Plan Supplement. The Debtors will file and service supplement to the Plan on or before **December 8, 2023** Notice of Procedures with Respect to Reinstated Claims

1. Please take notice that, in accordance with Article IV of the Plan and section 1124 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 7.11 of the Plan, all Other Secured Claims in Class 4 shall be Reinstated. Subject to (i) satisfaction of the conditions set forth in section 7.11 of the Plan, (ii) resolution of any disputes in accordance with section 7.11 of the Plan with respect to the Cure Amounts subject to such disputes, and (iii) the occurrence of the Effective Date, entry of Relevant Definitions Related to Release and Exculpation the Confirmation Order by the Bankruptcy Court shall authorize Reinstatement of the Other Secured Claims in Class 4 pursuant to section 1124 of the Bankruptcy Code.

2. Section 7.11 of the Plan stipulates least ten (10) days before permitted by law: (i) the Debtors; and (ii) Equity Committee and its members, each solely in their capacity as such.

2. Section 7.11 of the Figure 1 and Section 7.1 "Related Parties" means with respect to a Person, that 4 setting forth the proposed Cure Amount (if any) necessary to Reinstate such Claims. Any objection by a Holder of an Other Secured Claim in Class 4 to the proposed Cure Amount must be Filed, served, and actually received by the Debtors within fourteen 14) days of the service of the notice of proposed Cure Amount, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. Any Holder of an Other Secured Claim in Class 4 that does not timely object to the notice of the proposed Cure Amount shall be deemed to have assented to the Reinstatement of its Claim and the proposed Cure Amount listed therein and shall be shall forever be barred and enjoined from objecting to the Reinstatement of its Claim on the grounds that sections 1124(2) (A), (C), or (D) of the Bankruptcy Code have not been satisfied.

3. Section 7.11 of the Plan further provides that to the extent may Reinstate the applicable Other Secured Claim prior to the resolution of the Cure Amount dispute; provided that the Debtors "Released Parties" means, collectively: (i) the Debtors; (ii) the or the Reorganized Debtors, as applicable, reserve Cash in an amount sufficient to pay the full amount reasonably asserted as the required Cure Amount by the Holder of the applicable Other Secured Claim (or such smaller amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such Holder and the applicable Reorganized Debtor). Subject to resolution of any dispute regarding any Cure Amount, all Cure Amounts shall be satisfied on the Effective Date, or otherwise as soon as practicable thereafter, by the Debtors or Reorganized Debtors, as the case may be.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

QUESTIONS: If you have questions about this Combined Hearing Notice, please contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.), or (iv) visiting https://cases.stretto.com/CoreScientific.

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Core Scientific Mining LLC (6971); Core Scientific, Inc. (3837); Core Scientific Acquired Mining LLC (6074); Core Scientific Operating Company (5526); Radar Relay, Inc. (0496); Core Scientific Specialty Mining (Oklahoma) LLC (4327); American Property Acquisition, LLC (0825); Starboard Capital LLC (6677); RADAR LLC (5106); American Property Acquisitions I, LLC (9717); and American Property Acquisitions VII LLC (3198). The Debtors corporate headquarters is 210 Barton Springs Road, Suite 300, Austin, Texas 78704. The Debtors' service address is 2407 S. Congress Ave, Suite E-101, Austin, Texas 78704.

All capitalized terms used but not defined herein have the meanings ascribed to them in the Plan, attached as Exhibit A to the Disclosure Statement.

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## **Exhibit E**

Grand Forks Herald Affidavit of Publication

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ND Affidavit No. 278813

## AFFIDAVIT OF PUBLICATION

STATE OF NORTH DAKOTA

SS.

COUNTY OF GRAND FORKS

Taylor Herhold, Grand Forks Herald, being duly sworn, states as follows:

- 1. I am the designated agent of Grand Forks Herald, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspaper listed on the attached exhibit.
- 2. The newspaper listed on the exhibit published the advertisement of: *Legal Notice*; (1) time: Wednesday, November 29, 2023, as required by law or ordinance.
- 3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

Dated this 29th day of November, 2023

Notary Public

NICHOLE SEITZ Notary Public State of North Dakota My Commission Expires Jan 3, 2024

If the Buriero States SAMKOUP FOR COUNT (PM) The STATE SAMKOUP FOR COUNTING AND ADDRESS SAMKOUP FOR

IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION

§ Chapter 11 CORE SCIENTIFIC, INC., et al., S Case No. 22-90341 (CML)
Debtors¹ S (Jointly Administered) NOTICE OF (I) CONDITIONAL APPROVAL OF DISCLOSURE STATEMENT, (II) APPROVAL OF (A) SOLICITATION AND VOTING PROCEDURES AND (B) NOTICE PROCEDURES FOR THE ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (III) COMBINED HEARING TO CONSIDER FINAL APPROVAL OF DISCLOSURE

STATEMENT AND CONFIRMATION OF PLAN; AND (IV)
ESTABLISHING NOTICE AND OBJECTION PROCEDURES
FOR FINAL APPROVAL OF DISCLOSURE STATEMENT
AND CONFIRMATION OF PLAN

TO ALL PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF:
Debtor, Case Number: Core Scientific Mining LLC, 22-90340 Core Scientific, Inc., 22-90341; Core Scientific Acquired Mining Core Scientific, Inc., 22-90341; Core Scientific Acquired Mining LLC, 22-90342; Core Scientific Operating Company, 22-90343; Radar Relay, Inc., 22-90344; Core Scientific Specialty Mining (Oklahoma) LLC, 22-90345; American Property Acquisition, LLC, 22-90346; Starboard Capital LLC, 22-90347; RADAR LLC, 22-90348; American Property Acquisitions I, LLC, 22-90349; American Property Acquisitions VII, LLC, 22-90350

PLEASE TAKE NOTICE OF THE FOLLOWING: 1. Conditional Approval of Disclosure Statement. On November 14, 2023 the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") held a hearing (the "Conditional Disclosure Statement Hearing") at which it conditionally approved the *Disclosure Statement* for Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1439) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the "**Disclosure** Statement") of Core Scientific, Inc. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "Debtors"), and thereafter entered an order (the "Disclosure Statement Order") with respect thereto. The Disclosure Statement Order, among other things, authorizes the Debtors to solicit votes to accept the *Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors*, filed on November 16, 2023 (Docket No. 1438) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the "Plan").<sup>2</sup>

2. Combined Hearing. A hearing to consider confirmation of the Plan and final approval of the Disclosure Statement (the "Combined Hearing") has been scheduled for December (the "Combined Hearing") has been scheduled for December 22, 2023 at 10:00 a.m. (Prevailing Central Time), before the Honorable Christopher M. Lopez, United States Bankruptcy Judge, in the Bankruptcy Court. The Combined Hearing may be adjourned or continued from time to time by the Bankruptcy Court or the Debtors, with the consent of the Requisite Consenting Creditors, without further notice other than by a Bankruptcy Court announcement providing for such adjournment or continuation on its agenda. The Plan may be modified, if necessary, prior to, during, or as a result of the Combined Hearing.

3. Voting Record Date. Holders of Claims or Interests in Class 1 (April Convertible Notes Secured Claims), Class 2 (August Convertible Notes Secured Claims), Class 3 (Miner Equipment Lender Secured Claims), Class 5 (M&M Lien Secured Claims), Class 6 (Secured Mortgage Claims), Class 8 (General Unsecured Claims), Class 9 (General Unsecured Claims), Class Claims), Class 11 (Section 510(b) Claims), and Class 12 (Existing Common Interests), who are otherwise eligible to vote shall be entitled to vote to accept or reject the Plan as of **November 9**,

2023 (the "Voting Record Date").

4. Voting Deadline. If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan, you must (i) follow the instructions carefully; (ii) complete all of the required information on the Ballot; and (iii) execute and return your completed Ballot according to and as set forth in detail in the voting instructions on your Ballot so that it is actually received by the Debtors' solicitation and voting agent, Stretto, Inc. ("Stretto" or the "Voting Agent") on or before December 13 2023 at 5:00 p.m. (Prevailing Central Time) (the "Voting Deadline"). ANY FAILURE TO FOLLOW THE VOTING INSTRUCTIONS INCLUDED MITH YOUR BALLOT MAY DISQUALIFY YOUR BALLOT AND YOUR VOTE.

5. Parties in Interest Not Entitled to Vote. Holders of Claims or Interests in Class 4 (Other Secured Claims), Class 7 (Priority Non-Tax Claims), Class 10 (Intercompany Claims), and Class 11 (Intercompany Interests) are not entitled to vote on the Plan and will not receive a Ballot. If any creditor seeks to challenge the Allowed amount of its Claim for voting purposes, such creditor must file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for voting purposes in a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be filed with the Court not later than 5:00 p.m. (Prevailing Central Time) on December 8, 2023. Upon the filing of any such Rule 3018(a) Motion, such creditor's Ballot shall be counted in accordance with the guidelines provided in the Solicitation and Voting Procedures attached as **Exhibit 2** to the Disclosure Statement Order, unless temporarily Allowed in a different amount by an order of the Court entered prior to or concurrent with entry of an order confirming the Plan.

6. Objections to Confirmation. The deadline to object or respond to confirmation of the Plan or final approval of the Disclosure Statement is December 15, 2023 at 5:00 p.m.

Prevailing Central Time) (the "Objection Deadline").

7. Form and Manner of Objections to Confirmation. Objections and responses, if any, to confirmation of the Plan or final approval of the Disclosure Statement, must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Bankruptcy Local Rules, and any order of the Court; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests beld or asserted by the objecting party against the Debtors' estates or property; (iv) provide the basis for the objection and the specific grounds therefor, and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed with the Bankruptcy Court (with proof of service) via ECF or by mailing to the Bankruptcy Court at United States Bankruptcy Court Clerk's Office, United States Courthouse, 515 Rusk Avenue, Courtroom 401, 4th Floor, Houston, Texas 77002.

so as to be actually received no later than the Objection Deadline.

8. IF AN OBJECTION TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THEN THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND MAY NOT BE HEARD AT THE HEARING.

9. Additional Information. Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement, the Plan, or other solicitation materials should contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, or (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.). Interested parties may also review the Disclosure Statement and the Plan free of charge at https:// dm.epiq11.com/sertasimmons. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: https://www.txs.uscourts.gov/page/bankruptcycourt. Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website. A password can be obtained at: https://pacer.uscourts.gov/

NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN PLAN If you (i) vote to accept the Plan, (ii) are solicited to vote to accept or reject the Plan, but do not vote to either accept or reject the Plan, and do not opt out of granting the releases set forth in the Plan, (iii) vote, or are deemed, to reject the Plan or are presumed to accept the Plan but do not opt out of granting the releases set forth in the Plan, or (iv) were given notice of the opportunity to opt out of granting the releases contained in the Plan but do not opt out, you shall be deemed to

have consented to the releases contained in Section 10.6(b) of the Plan. The releases as presented in the Plan are pro-

SECTION 10.5 <u>INJUNCTION</u>. Except as otherwise expressly provided in the Plan or for distributions required to be paid or delivered pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold Claims or Interests that have been released pursuant to Section 10.6(a) or Section 10.6(b), shall be discharged pursuant to Section 10.3 of the Plan, or are subject to exculpation pursuant to Section 10.7, and all Subcontractors and all other parties in interest are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Released Parties, and/or the Exculpated Parties (to the extent of the exculpation provided pursu-ant to Section 10.7 with respect to the Exculpated Parties): (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connec-tion with or with respect to any such Claims or Interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests: (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless (x) such Entity has timely asserted such setoff right either in a Filed Proof of Claim, or in another document Filed with the Bankruptcy Court explicitly preserving such setoff or that otherwise indicates that such entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise or (y) such right to setoff arises under a postpeti-

tribution, or cancelled pursuant to the Plan or otherwise Disallowed; provided that such persons who have held, hold, or may hold Claims against, or Interests in, a Debtor, a Reorganized Debtor, or an Estate shall not be precluded from exercising their rights and remedies, or obtaining the benefits, solely pursuant to and consistent with the terms of the Plan. Subject in all respects to Section 11.1, no entity or person

may commence or pursue a Claim or Cause of Action of any kind against any Released Party or Exculpated Party that arose or arises from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, and any and all related agreements instruments, and/or other documents, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, the Disclosure Statement, or any Restructuring Iransaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements the New Secured Convertible Notes Documents the New Supplement, the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes Documents, the New Secured Notes Documents, the Contingent Payment Obligations Documents, the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan or Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a claim of willful misconduct, fraud or gross represents a claim of wintur misconduct, fraud or gross negligence against a Released Party or Exculpated Party and (ii) specifically authorizing such Entity or Person to bring such Claim or Cause of Action against any such Released Party or Exculpated Party. The Bankruptcy Court shall have sole and exclusive jurisdiction to determine whether a Claim or Cause of Action is colorable and, only to the extent legally permissible and as provided for in Section 11.1, shall have jurisdiction to adjudicate the underlying colorable Claim or

Cause of Action.

SECTION 10.6(a) RELEASES BY THE DEBTORS.

Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, including the obligations of the Debtors under the Plan and the contributions of the Debtors of the Released Parties to facilitate and implementations. tributions of the Released Parties to facilitate and implement the Plan, except as otherwise provided in the Plan or in the Confirmation Order, on and after the Effective Date, the Released Parties are deemed conclusively, absolutely, unconditionally and irrevocably, released and discharged by the Debtors, the Reorganized Debtors, and the Estates from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, the Reorganized Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether indi-vidually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, the formulation preparation dissemination solicitathe formulation, preparation, dissemination, solicita-tion, negotiation, entry into, or filing of the Plan (includ-ing the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, con-tract, instrument, document, or other agreement contem-plated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes Documents, the New Secured Notes Documents, the Contingent Payment Obligations Documents, the New Miner Equipment Lender

Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop

(b) After the Effective Date and following (i) the distributions to Holders on account of Allowed Convertible Notes Secured Claims and Allowed Miner Equipment Lender Secured Claims and/or (ii) Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Plan or Confirmation Order, including the issuance or dis-tribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date. Notwithstanding any thing to the contrary in the foregoing, the releases set forth in Section 10.6(a) of the Plan (i) shall only be applicable to the maximum extent permitted by law; (ii) shall not be con-strued as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (*provided* that actual fraud shall not exempt from the scope of these Debtor releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidcode or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, (b) releasing any Released Party from Claims or Causes of Action held by the Debtors arising from an act or omission that is determined by a Final Order or by a federal omission that is determined by a Final Order or by a Federal government agency to have constituted a violation of any federal securities laws or (c) releasing any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the

SECTION 10.6(b) RELEASES BY HOLDERS OF CLAIMS AND INTERESTS. Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, except as otherwise provided in the Plan or in the Confirmation Order, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each Releasing Party, shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released, and discharged the Debtors, the Reorganized Debtors, and the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatso-ever, including any derivative Claims or Causes of Action asserted or that may be asserted on behalf of the Debtors or their Estates, that such Entity would have been legally enti-tled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest, whether known or unknown, foreseen or unforeseen, exist ing or hereinafter arising, in law, equity, or otherwise, based on or relating to, or in any manner arising from, in whole or in part, any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including any Claims or Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner **Equipment Lender Agreements, the Mortgage Agreements** the General Contracts, any and all agreements relating to M&M Liens, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, otherwise or (y) such right to setoff arises under a postpeti-tion agreement with the Debtors or an Executory Contract | Documents, the New Secured Notes Documents, the

that has been assumed by the Debtors as of the Effective Date; and (v) commencing or continuing in any manner Miner Equipment Lender Debt Documents, the Exit Facility the Bankruptcy Court, (ii) previously expired or terminated purany action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Offering, the Backstop Commitment Letter, the Initial DIP Interests released, settled, and/or treated, entitled to a dis-RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth in Section 10.6(b) of the Plan (i) shall only be applicable to the maximum extent permitted by law; and (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (*provided* that actual fraud shall not exempt from the scope of these third-party releases any Claims or Causes of Action arising under sec-tions 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, or (b) releasing any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the

SECTION 10.7 EXCULPATION. Except as otherwise spe cifically provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any claim related to any act or omission in connection for any claim related to any act or omission in connection with, relating to, or arising out, in whole or in part, from the Petition Date through the Effective Date, of the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors, the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, and related agreements, instruments, or other documents, the formulation, preparation, dissemination, solicitation, negotiation, entry into. or filing of the Plan (including the Plan Supplement). into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or docu-ment (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the New the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes Documents, the New Secured Notes Documents, the Contingent Payment Obligations Documents, the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the adminof confirmation and consummation of the Plan, the adminor commination and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other related agreement, except for Claims or Causes of Action arising from an act or omission that is judicially determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects, such Exculpated Parties shall be entitled to rea-sonably rely upon the advice of counsel with respect to their duties and responsibilities. The Exculpated Parties have, and upon completion of the Plan, shall be deemed to have, participated in good faith and in compliance with all appli-cable laws with regard to the solicitation and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the sollicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, the exculpations set forth in Section 10.7 of the Plan (i) shall only be applicable to the maximum extent permitted by law; and (ii) shall not be construed as (a) exculpating any Exculpated Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these excul-pations any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws gov-erning fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, or (b) exculpating any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the

## SECTION 5.17 CANCELLATION OF LIENS.

(a) Except as otherwise specifically provided in the Plan, including sections 4.4 and 4.6 of the Plan, all notes, instruments, certificates evidencing debt of the Debtors and Existing Common Interests will be cancelled and obligations of the Debtors thereunder will be discharged and of no further force or effect, except for the purpose of allowing the applicable agents and trustees to receive distributions from the Debtors under the Plan and to make any further distributions to the applicable Holders on account of their Allowed Claims and Interests.

and Allowed Miner Equipment Lender Secured Claims and/or (ii) with regard to Allowed M&M Lien Secured Claims, satisfaction of the applicable M&M Lien Takeback Debt, the Debtors or Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the discretion, take any action necessary to terminate, cancel, extinguish, and/or evidence the release of any and all mortgages deeds of trust, Liens, pledges, and other security interests with respect to the Convertible Notes Secured Claims, Miner Equipment Lender Secured Claims, and M&M Lien Secured Claims, including, without limitation, the preparation and filing of any and all documents necessary to terminate, satisfy, or release any mortgages, deeds of trust, Liens, pledges, and other security interests held by the Holders of the M&M Lien Secured Claims, Miner Equipment Lender Secured Claims, the Notes Agent, and/ or Convertible Noteholders, including, without limitation, UCC-3 rmination statements

Relevant Definitions Related to Release and exculpation Provisions:

"Exculpated Parties" means each of the following in their apacity as such and, in each case, to the maximum extent per mitted by law: (i) the Debtors: and (ii) Equity Committee and its

members, each solely in their capacity as such.

"Related Parties" means with respect to a Person, that Person's current and former Affiliates, and such Person's and its current and former Affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, fiduciaries, trustees advisory board members, financial advisors, partners, limited partners, general partners, attorneys, accountants, managed accounts or funds, management companies, fund advisors, investment bankers, consultants, representatives, and other professionals, and such Person's respective heirs, executors, estates, and nominees, each in their capacity as such, and any and all other Persons or Entities that may purport to assert any Cause of Action derivatively, by or through the foregoing entities

"Released Parties" means, collectively: (i) the Debtors; (ii) the Reorganized Debtors; (iii) the Equity Committee and its members that are party to the RSA, solely in their capacities as such; (iv) the Backstop Parties; (v) the Settling Miner Equipment Lenders; (vi) Brown Corporation; (vii) Holliwood LLC; (viii) the Ad Hoc Noteholder Group; (ix) the Consenting Creditors; (x) the Exit Lenders; (xi) the Notes Agent, solely in its capacity as such; and (xii) with respect to each of the foregoing Persons in clauses (i) through (xi), all Related Parties. Notwithstanding the foregoing, any Person that opts out of the releases set forth in section 10.6(b) of the Plan shall not be deemed a Released Party there

"Releasing Parties" means collectively, and in each case solely in their capacity as such, (i) the Debtors; (ii) the Reorganized Debtors; (iii) with respect to each of the foregoing Persons in clauses (i) through (ii), all Related Parties; (iv) the Released Parties; (v) the Holders of all Claims or Interests that vote to accept the Plan; (vi) the Holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan and do not opt out of granting the releases set forth herein; (vii) the Holders of all Claims or Interests that vote, or are deemed, to reject the Plan or that are presumed to accept the Plan but do not opt out of granting the releases set forth herein; and (viii) the Holders of all Claims and Interests and all Other Beneficial Owners that were given notice of the opportunity to opt out of granting the rele set forth herein but did not opt out.

YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED. **Notice of Assumption and Rejection of Executory Contracts** 

and Unexpired Leases of Debtors and Related Procedures

1. Please take notice that, in accordance with Article VIII of the Plan and sections 365 and 1123 of the Bankruptcy Code,

as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 8.5 of the Plan, all Executory Contracts and Unexpired Leases to which any of the Debtors are parties shall be deemed assumed, unless such contract or lease (i) was previously

suant to its own terms or by agreement of the parties thereto (iii) is the subject of a motion to reject Filed by the Debtors on or before the Confirmation Date, or (iv) is specifically designated as a contract or lease to be rejected on the Schedule of Rejected Contracts. Subject to (i) satisfaction of the conditions set forth in section 8.1(a) of the Plan, (ii) resolution of any disputes in accordance with section 8.2 of the Plan with respect to the Executory Contracts or Unexpired Leases subject to such disputes, and (iii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions or rejections provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each Executory Contract and Unexpired Lease assumed or assumed and assigned pursuant to the Plan shall vest in and be fully enforceable by the applicable Reorganized Debtor or assignee in accordance with its terms, except as modified by any provision of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption or assumption and assignment, or applicable law.

2. The Plan provides that to the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease (including any "change of control" provi-sion), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto.

3. Section 8.2 of the Plan stipulates that the Debtors shall

file, as part of the Plan Supplement, the Schedule of Rejected Contracts and the Schedule of Assumed Contracts. The Plan further provides that prior to the Combined Hearing, the Debtors shall serve a notice on parties to Executory Contracts or Unexpired Leases to be assumed, assumed and assigned, or rejected reflecting the Debtors' intention to potentially assume, assume and assign, or reject the contract or lease in connection with the Plan and, where applicable, setting forth the proposed Cure Amount (if any). If a counterparty to any Executory Contract or Unexpired Lease that the Debtors or Reorganized Debtors, as applicable, intend to assume or assume and assign is not listed on such a notice, the proposed Cure amount for such Executory Contract or Unexpired Lease shall be deemed to be Zero Dollars (St). Any objection by a counterparty to an Executory Contract or Unexpired Lease to the proposed assumption, assumption and assignment, or related Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the assumption notice, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. If there is an Assumption Dispute pertaining to assumption of an Executory Contract or Unexpired Lease (other than a dispute pertaining to a Cure Amount), such dispute shall be heard by the Bankruptcy Court prior to such assumption being effective; *provided* that the Debtors or the Reorganized Debtors, as applicable, may, with the consent of the Requisite Consenting Creditors, settle any dispute regarding the Cure Amount or the nature thereof without any further notice to any party or any action, order, or approval of the Bankruptcy

 Section 8.2 of the Plan further provides that—any counterparty to an Executory Contract or Unexpired Lease that does not timely object to the notice of the proposed assumption of such Executory Contract or Unexpired Lease shall be deemed. to have assented to assumption of the applicable Executory Contract or Unexpired Lease notwithstanding any provision thereof that purports to (i) prohibit, restrict, or condition the transfer or assignment of such contract or lease; (ii) terminate or modify, or permit the termination or modification of, a contract or lease as a result of any direct or indirect transfer contract or lease as a result of any direct or indirect transfer or assignment of the rights of any Debtor under such contract or lease or a change, if any, in the ownership or control to the extent contemplated by the Plan; (iii) increase, accelerate, or otherwise alter any obligations or liabilities of any Debtor or any Reorganized Debtor, as applicable, under such Executory Contract or Unexpired Lease; or (iv) create or impose a Lien upor any property or Asset of any Debtor or any Reorganized Debtor as applicable. Each such provision shall be deemed to not apply to the assumption of such Executory Contract or Unexpired Lease pursuant to the Plan and counterparties to assumed Executory Contracts or Unexpired Leases that fail to object to the proposed assumption in accordance with the terms set forth in Section 8.2(a) of the Plan, shall forever be barred and enjoined from objecting to the proposed assumption or to the validity of such assumption (including with respect to any Cure Amounts or the provision of adequate assurance of future performance), or taking actions prohibited by the foregoing or the Bankruptcy Code on account of transactions contemplated by the Plan.

5. Section 8.3 of the Plan provides that unless otherwise provided by an order of the Bankruptcy Court, Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be Filed with the Bankruptcy Court by the later of thirty (30) days from (i) the date of entry of an order of the Bankruptcy Court approving such rejection, (ii) the effective date of the rejection of such Executory Contract or Unexpired Lease, and (iii) the Effective Date. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time shall be Disallowed pursuant to the Confirmation Order or such other order of the Bankruptcy Court, as applicable, forever other order of the Bankruptcy Court, as applicable, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, the Estates, the Reorganized Debtors, or property of the foregoing parties, without the need for any objection by the Debtors or the Reorganized Debtors, as applicable, or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules, if any, or a Proof of Claim to the contrary.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

 Plan Supplement. The Debtors will file and serve any sup plement to the Plan on or before December 8, 2023. Notice of Procedures with Respect to Reinstated Claims

1. Please take notice that, in accordance with Article IV of the Plan and section 1124 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 7.11 of the Plan Ill Other Secured Claims in Class 4 shall be Reinstated. Subject to (i) satisfaction of the conditions set forth in section 7.11 of the Plan, (ii) resolution of any disputes in accordance with section 7.11 of the Plan with respect to the Cure Amounts subject to such disputes, and (iii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall authorize Reinstatement of the Other Secured Claims in Class 4 pursuant

to section 1124 of the Bankruptcy Code.

2. Section 7.11 of the Plan stipulates least ten (10) days before the deadline to object to Confirmation of the Plan, the Debtors shall serve a notice on Holders of Other Secured Claims in Class 4 setting forth the proposed Cure Amount (if any) necessary to Reinstate such Claims. Any objection by a Holder of an Other Secured Claim in Class 4 to the proposed Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the notice of proposed Cure Amount, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. Any Holder of an Other Secured Claim in Class 4 that does not timely object to the notice of the proposed Cure Amount shall be deemed to have assented to the Reinstatement of its Claim and the proposed Cure Amount listed therein and shall be shall forever be barred and enjoined from objecting to the Reinstatement of its Claim on the grounds that sections 1124(2)(A), (C), or (D) of the Bankruptcy Code have not been satisfied.

3. Section 7.11 of the Plan further provides that to the extent here is a dispute relating to the Cure Amount, the Debtors may Reinstate the applicable Other Secured Claim prior to the reso ution of the Cure Amount dispute; provided that the De or the Reorganized Debtors, as applicable, reserve Cash in an amount sufficient to pay the full amount reasonably asserted as the required Cure Amount by the Holder of the applicable Other Secured Claim (or such smaller amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such Holder and the applicable Reorganized Debtor). Subject to resolution of any dispute regarding any Cure Amount, all Cure Amounts shall be satisfied on the Effective Date, or otherwise as soon as practicable thereafter, by the Debtors or Reorganized

Debtors, as the case may be.
UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

QUESTIONS: If you have questions about this Combined Hearing Notice, please contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 (utside of the U.S.) or (iii) viii ting https://cases.ctret.com/ outside of the U.S.), or (iv) visiting https://cases.stretto.com/

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Core Scientific Mining LLC (6971); Core Scientific Inc. (3837): Core Scientific Acquired Mining LLC (6074): Core inc. (337); Ober Scientific Adquired mining LLC (6074); Coscientific Operating Company (5526); Radar Relay, Inc. (0496); Core Scientific Specialty Mining (0klahoma) LLC (4327); American Property Acquisition, LLC (0825); Starboard Capital LLC (6677); RADAR LLC (5106); American Property Acquisitions LLC (9717); and American Property Acquisitions VIILLC (3198). The Debtors' corporate headquarters is 210 Barton Springs Road, Suite 300, Austin, Texas 78704. The Debtors' service address is 2407 S. Congress Ave, Suite E-101, Austin, Texas

All capitalized terms used but not defined herein have the meanings ascribed to them in the Plan, attached as Exhibit A to the Disclosure Statement.

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## Exhibit F

Muskogee Phoenix Affidavit of Publication

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# AFFIDAVIT OF PUBLICATION

County of Muskogee, State of Oklahoma

The Muskogee Phoenix

214 Wall St Muskogee, Ok, 74402 918-684-2858 CASE:

I, Kristina Hight, of lawful age, being duly sworn upon oath, deposes and says that I am the Classified Advisor of The Muskogee Phoenix, a daily/weekly publication that is a "legal newspaper" as that phrase is defined in 25 O.S. § 106, as amended to date, for the City of Muskogee, for the County of Muskogee, in the State of Oklahoma. The attachment hereto contains a true and correct copy of what was published in the regular edition of said newspaper, and not in a supplement, in consecutive issues on the following dates:

**PUBLICATIONS: NOVEMBER 22, 2023** 

Kristina Hight

Signed and sworn to before me On this 22 day of Nov., 2023.

Julia McWethy, Notary Public My Commission expires: 10-17-2025

Commission # 17009583

(SEAL)

IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION

Chapter 11 CORE SCIENTIFIC, INC., et al., \$ Case No. 22-90341 (CML)

Debtors¹ \$ (Jointly Administered)

NOTICE OF (I) CONDITIONAL APPROVAL OF DISCLOSURE STATEMENT, (II) APPROVAL OF (A) SOLICITATION AND VOTING PROCEDURES AND (B) NOTICE PROCEDURES FOR THE ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (III) COMBINED HEARING
TO CONSIDER FINAL APPROVAL OF DISCLOSURE
STATEMENT AND CONFIRMATION OF PLAN; AND (IV)
ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR FINAL APPROVAL OF DISCLOSURE STATEMENT

AND CONFIRMATION OF PLAN TO ALL PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF: Debtor, Case Number: Core Scientific Mining LLC, 22-90340 Core Scientific, Inc., 22-90341; Core Scientific Acquired Mining LLC 22-90342 Core Scientific Operating Company 22-90343 Radar Relay, Inc., 22-90344; Core Scientific Specialty Mining (Oklahoma) LLC, 22-90345; American Property Acquisition, LLC, 22-90346; Starboard Capital LLC, 22-90347; RADAR LLC, 22-90348; American Property Acquisitions I, LLC, 22-90349; American Property Acquisitions VII, LLC, 22-90350

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. Conditional Approval of Disclosure Statement. On November 14, 2023 the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") held a hearing (the "Conditional Disclosure Statement Hearing") at which it conditionally approved the Disclosure Statement for Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1439) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the "Disclosure Statement") of Core Scientific, Inc. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the

"Debtors"), and thereafter entered an order (the "Disclosure Statement Order") with respect thereto. The Disclosure Statement Order, among other things, authorizes the Debtors to solicit votes to accept the *Third Amended Joint Chapter 11 Plan of* Core Scientific, Inc. and Its Affiliated Debtars, filed on November 16, 2023 (Docket No. 1438) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the

2. **Combined Hearing.** A hearing to consider confirmation of the Plan and final approval of the Disclosure Statement (the "Combined Hearing") has been scheduled for December 22, 2023 at 10:00 a.m. (Prevailing Central Time), before the Honorable Christopher M. Lopez, United States Bankruptcy Judge, in the Bankruptcy Court. The Combined Hearing may be adjourned or continued from time to time by the Bankruptcy Court or the Debtors, with the consent of the Requisite Consenting Creditors, without further notice other than by a Bankruptcy Court announcement providing for such adjournment or continuation on its agenda. The Plan may be modified, if necessary, prior to, during, or as a result of the Combined Hearing

3. Voting Record Date. Holders of Claims or Interests in Class 1 (April Convertible Notes Secured Claims), Class 2 (August Convertible Notes Secured Claims), Class 3 (Miner Equipment Lender Secured Claims), Class 5 (M&M Lien Secured Claims), Class 6 (Secured Mortgage Claims), Class 8 (General Unsecured Claims), Class 11 (Section 510(b) Claims), and Class 12 (Existing Common Interests), who are otherwise eligible to vote shall be entitled to vote to accept or reject the Plan as of November 9, 2023 (the "Voting Record Date").

4. Voting Deadline. If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan, you must: (i) follow the instructions carefully; (ii) complete all of the required information on the Ballot; and (iii) execute and return your completed Ballot according to and as set forth in detail in the voting instructions on your Ballot so that it is actually received by the Debtors' solicitation and voting agent, Stretto, Inc. ("Stretto" or the "Voting Agent") on or before December 13 2023 at 5:00 p.m. (Prevailing Central Time) (the "Voting Deadline"). ANY FAILURE TO FOLLOW THE VOTING INSTRUCTIONS INCLUDED WITH YOUR BALLOT MAY DISQUALIFY YOUR BALLOT AND

5. Parties in Interest Not Entitled to Vote. Holders of Claims or Interests in Class 4 (Other Secured Claims), Class 7 (Priority Non-Tax Claims), Class 10 (Intercompany Claims), and Class 11 (Intercompany Interests) are not entitled to vote on the Plan and will not receive a Ballot. If any creditor seeks to challenge the Allowed amount of its Claim for voting purposes, such creditor must file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for voting purposes in a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be filed with the Court not later than 5:00 p.m. (Prevailing Central Time) on December 8, 2023. Upon the filing of any such Rule 3018(a) Motion, such creditor's Ballot shall be counted in accordance with the guidelines provided in the Solicitation and Voting Procedures attached as **Exhibit 2** to the Disclosure Statement Order, unless temporarily Allowed in a different amount by an order of the Court entered prior to or concurrent with entry of an order confirming the Plan.

6. Objections to Confirmation. The deadline to object or respond to confirmation of the Plan or final approval of the Disclosure Statement is **December 15, 2023 at 5:00 p.m.** (Prevailing Central Time) (the "Objection Deadline").

7. Form and Manner of Objections to Confirmation.
Objections and responses, if any, to confirmation of the Plan or final approval of the Disclosure Statement, must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Bankruptcy Local Rules, and any order of the Court; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors' estates or property; (iv) provide the basis for the objection and the specific grounds therefor, and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed with the Bankruptcy Court (with proof of service) via ECF or by mailing to the Bankruptcy Court at United States Bankruptcy Court Clerk's Office, United States Courthouse, 515 Rusk Avenue, Courtroom 401, 4th Floor, Houston, Texas 77002, so as to be actually received no later than the Objection Deadline

8. IF AN OBJECTION TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THEN THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND MAY NOT BE HEARD AT THE HEARING.

9. Additional Information. Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement, the Plan, or other solicitation materials should contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, or (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.). Interested parties may also review the Disclosure Statement and the Plan free of charge at https:// dm.epig11.com/sertasimmons. In addition the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: https://www.txs.uscourts.gov/page/bankruptcycourt. Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER password can be obtained at: https://pacer.uscourts.gov/

NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN PLAN
If you (i) vote to accept the Plan, (ii) are solicited to vote to

accept or reject the Plan, but do not vote to either accept or reject the Plan, and do not opt out of granting the releases set forth in the Plan, (iii) vote, or are deemed, to reject the Plan or are presumed to accept the Plan but do not opt out of granting the releases set forth in the Plan, or (iv) were given notice of the opportunity to opt out of granting the releases contained in the Plan but do not opt out, you shall be deemed to have consented to the releases contained in Section 10.6(b) of the Plan. The releases as presented in the Plan are pro SECTION 10.5 INJUNCTION. Except as otherwise expressly

provided in the Plan or for distributions required to be paid or delivered pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold Claims r Interests that have been released pursuant to Section 10.6(a) or Section 10.6(b), shall be discharged pursuant to Section 10.3 of the Plan, or are subject to exculpation pursuant to Section 10.7, and all Subcontractors and all other parties in interest are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Released Parties, and/or the Exculpated Parties (to the extent of the exculpation provided pursuant to Section 10.7 with respect to the Exculpated Parties): ) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (ii) enforcing, attaching, collecting, or recovering by any anner or means any judgment, award, decree, or order against such Entities on account of or in connection with with respect to any such Claims or Interests; (iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with espect to any such Claims or Interests; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless (x) such Entity has timely asserted such setoff right either in a Filed Proof of Claim, or in another document Filed with the Bankruptcy Court explicitly preserving such setoff or that otherwise indicates that such entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or

may commence or pursue a Claim or Cause of Action of any kind against any Released Party or Exculpated Party that arose or arises from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action). the DIP Facility, the Convertible Notes Agreements, the Mortgage Agreements, the General Contracts, any and all agreements the General Contracts, any and all agreements weyances), willful misconduct, or gross negligence, or (b) relating to M&M Liens, and any and all related agreements. instruments, and/or other documents, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the New Securad Convertible News Decement. the New Secured Convertible Notes Documents, the New Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of | the Disclosure Statement, or any Restructuring Transaction, securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a claim of willful misconduct, fraud or gross negligence against a Released Party or Exculpated Party and (ii) specifically authorizing such Entity or Person to bring such Claim or Cause of Action against any such Released Party or Exculpated Party. The Bankruptcy Court shall have sole and exclusive jurisdiction to determine whether a Claim or Cause of Action is colorable and, only to the extent legally permissible and as provided for in Section 11.1, shall have jurisdiction to adjudicate the underlying colorable Claim or Cause of Action.

SECTION 10.6(a) RELEASES BY THE DEBTORS.

Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consider-ation, the adequacy of which is hereby confirmed, including the obligations of the Debtors under the Plan and the con-tributions of the Released Parties to facilitate and implement the Plan, except as otherwise provided in the Plan or in the Confirmation Order, on and after the Effective Date, the Released Parties are deemed conclusively, absolutely, unconditionally and irrevocably, released and discharged by the Debtors, the Reorganized Debtors, and the Estates from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatso-ever, including any derivative claims, asserted or assert-able on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, the Reorganized Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, the formulation, preparation, dissemination, solicitanegotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) the New Secured Convertible Notes Documents, the New Secured Notes Documents, the Contingent Payment account of their Allowed Claims and Interests. Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date. Notwithstanding any thing to the contrary in the foregoing, the releases set forth in Section 10.6(a) of the Plan (i) shall only be applicable to the maximum extent permitted by law; (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these Debtor releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, (b) releasing any Released Party from Claims or Causes of Action held by the Debtors arising from an act or omission that is determined by a Final Order or by a federal government agency to have constituted a violation of any ederal securities laws or (c) releasing any post-Effective Confirmation Order, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the

SECTION 10.6(b) RELEASES BY HOLDERS OF CLAIMS AND INTERESTS. Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, for good and confirmed, except as otherwise provided in the Plan or in the Confirmation Order, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each Releasing Party, shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released, and discharged the Debtors, the Reorganized Debtors, and the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatso-ever, including any derivative Claims or Causes of Action asserted or that may be asserted on behalf of the Debtors or their Estates, that such Entity would have been legally entitled to assert in their own right (whether individually or col-lectively) or on behalf of the Holder of any Claim or Interest, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, based on or relating to, or in any manner arising from, in whole or in part, any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including any Claims or Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such

Disallowed; provided that such persons who have held, consummation of the Plan, the administration and imple-Notwithstanding anything to the contrary in the foregoing, the releases set forth in Section 10.6(b) of the Plan (i) shall only be applicable to the maximum extent permitted by law; and (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Debtors or the Reorganized Debtors (which includes, for Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these third-party releases any Claims or Causes of Action arising under sec veyances), willful misconduct, or gross negligence, or (b) releasing any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

SECTION 10.7 EXCULPATION. Except as otherwise spe cifically provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out, in whole or in part, from the Petition Date through the Effective Date, of the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the pur-Secured Notes Documents, the Contingent Payment chase, sale or rescission of any security of the Debtors or the Obligations Documents, the New Miner Equipment Lender
Debt Documents, the Exit Facility Documents, the New Agreements, the Miner Equipment Lender Agreements, Warrants Agreement, the Rights Offering, the Backstop
DIP Facility, the Terminated RSA, the Chapter 11
DIP Facility, the Terminated RSA, the Chapter 11
DIP Facility, the Convertision and concernments of the New Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, and related agreements, the New Agreements of the New preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement) contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes Documents, the New Secured Notes Documents, the Contingent Payment Obligations Documents, the New Miner Equipment Lender Debt Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other related agreement, except for Claims or Causes of Action arising from an act or omission that is transfer or assignment of such contract or lease; (ii) terminate judicially determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, but in contract or lease as a result of any direct or indirect transfer all respects, such Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities. The Exculpated Parties have, and upon completion of the Plan, shall be deemed to have, or otherwise alter any obligations or liabilities of any Debtor or participated in good faith and in compliance with all applicable laws with regard to the solicitation and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or reg-ulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Notwithstanding anything to the contrary in the fore-going, the exculpations set forth in Section 10.7 of the Plan (i) shall only be applicable to the maximum extent permitted by law; and (ii) shall not be construed as (a) exculpating any Exculpated Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these exculpations any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws gov-erning fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, or (b) exculpating any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to imple

SECTION 5.17 CANCELLATION OF LIENS.

(a) Except as otherwise specifically provided in the Plan, ncluding sections 4.4 and 4.6 of the Plan, all notes, instruments, certificates evidencing debt of the Debtors and Existing Common Interests will be cancelled and obligations of the Debtors there-under will be discharged and of no further force or effect, except created or entered into in connection with the Plan, the Plan for the purpose of allowing the applicable agents and trustees

Supplement, the Disclosure Statement, the Plan Settlements, to receive distributions from the Debtors under the Plan and to

Obligations Documents, the New Miner Equipment Lender

Debt Documents, the Exit Facility Documents, the New Holders on account of Allowed Convertible Notes Secured Claims and Allowed Miner Equipment Lender Secured Claims and/or (ii) with regard to Allowed M&M Lien Secured Claims, satisfaction DIP Facility, the Terminated RSA, the RSA, the Chapter 11 of the applicable M&M Lien Takeback Debt, the Debtors or Cases, the pursuit of confirmation and consummation of the Reorganized Debtors, at their expense, may, in their sole discretion, take any action necessary to terminate, cancel extinguish, and/or evidence the release of any and all mortgages deeds of trust, Liens, pledges, and other security interests with respect to the Convertible Notes Secured Claims, Miner Equipment Lender Secured Claims, and M&M Lien Secured Claims, including, without limitation, the preparation and filing of any and all documents necessary to terminate, satisfy, or release any mortgages, deeds of trust. Liens, pledges, and other security interests held by the Holders of the M&M Lien Secured Claim Miner Equipment Lender Secured Claims, the Notes Agent, and/ or Convertible Noteholders, including, without limitation, UCC-3

termination statements Relevant Definitions Related to Release and Exculpation Provisions: "Exculpated Parties" means each of the following in their

capacity as such and, in each case, to the maximum extent permitted by law: (i) the Debtors; and (ii) Equity Committee and its members, each solely in their capacity as such.

"Related Parties" means with respect to a Person, that Person's current and former Affiliates, and such Person's and its current and former Affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment Date obligations of any party or Entity under the Plan, the funds or investment vehicles, predecessors, participants, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, fiduciaries, trustees advisory board members, financial advisors, partners, limited partners, general partners, attorneys, accountants, managed accounts or funds, management companies, fund advisors, investment bankers, consultants, representatives, and other valuable consideration, the adequacy of which is hereby professionals, and such Person's respective heirs, executors, estates, and nominees, each in their capacity as such, and any and all other Persons or Entities that may purport to assert any Cause of Action derivatively, by or through the foregoing entities.

"Released Parties" means, collectively: (i) the Debtors; (ii) the Reorganized Debtors; (iii) the Equity Committee and its members that are party to the RSA, solely in their capacities as such; (iv) the Backstop Parties; (v) the Settling Miner Equipment Lenders; (vi) Brown Corporation; (vii) Holliwood LLC; (viii) the Ad Hoc Noteholder Group; (ix) the Consenting Creditors; (x) the Exit Lenders; (xi) the Notes Agent, solely in its capacity as such; and (xii) with respect to each of the foregoing Persons in clauses (i) through (xi), all Related Parties. Notwithstanding the foregoing, any Person that opts out of the releases set forth in section 10.6(b) of the Plan shall not be deemed a Released Party there-

"Releasing Parties" means collectively, and in each case solely in their capacity as such, (i) the Debtors; (ii) the Reorganized Debtors; (iii) with respect to each of the foregoing Persons in clauses (i) through (ii), all Related Parties; (iv) the Released Parties; (v) the Holders of all Claims or Interests that vote to accept the Plan; (vi) the Holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but that do management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of of granting the releases set forth herein; (vii) the Holders of all Claims or Interests that vote, or are deemed, to reject the Plan or that are presumed to accept the Plan but do not opt out of granting the releases set forth herein; and (viii) the Holders of all Claims and Interests and all Other Beneficial Owners that were given notice of the opportunity to opt out of granting the releases set forth herein but did not opt out.

YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Notice of Assumption and Rejection of Executory Contracts and Unexpired Leases of Debtors and Related Procedures

Please take notice that, in accordance with Article VIII of the Plan and sections 365 and 1123 of the Bankruptcy Code. as of and subject to the occurrence of the Effective Date and legal opinion) created or entered into in connection with the payment of any applicable Cure Amount, and subject to the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes

Leases to which any of the Debtors are parties shall be deemed section 8.5 of the Plan, all Executory Contracts and Unexpired otherwise or (y) such right to setoff arises under a postpetition agreement with the Debtors or an Executory Contract

the Plan Settlements, the New Secured Convertible Notes

| Leases to which any of the Debtors are parties shall be deemed assumed, unless such contract or lease (i) was previously

that has been assumed by the Debtors as of the Effective | Contingent Payment Obligations Documents, the New | assumed or rejected by the Debtors, pursuant to Final Order of Date; and (v) commencing or continuing in any manner any action or other proceeding of any kind on account of Documents, the New Warrants Agreement, the Rights or in connection with or with respect to any such Claims or Interests released, settled, and/or treated, entitled to a distribution, or cancelled pursuant to the Plan or otherwise

Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the before the Confirmation Date, or (iv) is specifically designated as a contract or lease to be rejected on the Schedule of Rejected Contracts. Subject to (i) satisfaction of the conditions set forth in Disanoved, professional profess ant to sections 365(a) and 1123 of the Bankruptcy Code. Each Executory Contract and Unexpired Lease assumed or assumed and assigned pursuant to the Plan shall vest in and be fully enforceable by the applicable Reorganized Debtor or assignee in accordance with its terms, except as modified by any provision of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption or assumption and assignment, or applicable law.

2. The Plan provides that to the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease (including any "change of control" provision) then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto.

3. Section 8.2 of the Plan stipulates that the Debtors shall file, as part of the Plan Supplement, the Schedule of Rejected Contracts and the Schedule of Assumed Contracts. Plan further provides that prior to the Combined Hearing, the Debtors shall serve a notice on parties to Executory Contracts or Unexpired Leases to be assumed, assumed and assigned, or rejected reflecting the Debtors' intention to potentially assume assume and assign, or reject the contract or lease in connection with the Plan and, where applicable, setting forth the proposed Cure Amount (if any). If a counterparty to any Executory Contract or Unexpired Lease that the Debtors or Reorganized Debtors, as applicable, intend to assume or assume and assign is not listed on such a notice, the proposed Cure amount for such Executory Contract or Unexpired Lease shall be deemed to be Zero Dollars

(SO). Any objection by a counterparty to an Executory Contract or Unexpired Lease to the proposed assumption, assumption and assignment, or related Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the assumption notice, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. If there is an Assumption Dispute pertaining to assumption of an Executory Contract or Unexpired Lease (other than a dispute pertaining to a Cure Amount), such dispute shall be heard by the Bankruptcy Court prior to such assumption being effective; provided that the Debtors or the Reorganized Debtors, as applicable, may, with the consent of the Requisite Consenting Creditors, settle any dispute regarding Documents, the Exit Facility Documents, the New Warrants
Agreement, the Rights Offering, the Backstop Commitment
to any party or any action, order, or approval of the Bankruptcy Court

4. Section 8.2 of the Plan further provides that—any counterparty to an Executory Contract or Unexpired Lease that does not timely object to the notice of the proposed assumption of such Executory Contract or Unexpired Lease shall be deemed to have assented to assumption of the applicable Executory Contract or Unexpired Lease notwithstanding any provision thereof that purports to (i) prohibit, restrict, or condition the or modify, or permit the termination or modification of, a or assignment of the rights of any Debtor under such contract or lease or a change, if any, in the ownership or control to the any Reorganized Debtor, as applicable, under such Executory Contract or Unexpired Lease; or (iv) create or impose a Lien upon any property or Asset of any Debtor or any Reorganized Debtor, as applicable. Each such provision shall be deemed to not apply to the assumption of such Executory Contract or Unexpired Lease pursuant to the Plan and counterparties to assumed Executory Contracts or Unexpired Leases that fail to object to the proposed assumption in accordance with the terms set forth in Section 8.2(a) of the Plan, shall forever be barred and enjoined from objecting to the proposed assumption or to the validity of such assumption (including with respect to any Cure Amounts or the provision of adequate assurance of future performance) or taking actions prohibited by the foregoing or the Bankruptcy Code on account of transactions contemplated by the Plan.

5. Section 8.3 of the Plan provides that unless otherwise provided by an order of the Bankruptcy Court, Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be Filed with the Bankruptcy Court by the later of thirty (30) days from (i) the date of entry of an order of the Bankruptcy Court approving such rejection, (ii) the effective date of the rejection of such Executory Contract or Unexpired Lease, and (iii) the Effective Date. Any Claims arising from the rejection of an Executory
Contract or Unexpired Lease not Filed within such time shall be Disallowed pursuant to the Confirmation Order or such other order of the Bankruptcy Court, as applicable, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, the Estates, the Reorganized Debtors, or property of the foregoing parties, without the need for any objection by the Debtors or the Reorganized Debtors, as applicable, or further notice to, or action, order or approval of the Bankruptcy Court or any other Entity and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfie released, and discharged, notwithstanding anything in the Schedules, if any, or a Proof of Claim to the contrary.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT. 6. Plan Supplement. The Debtors will file and serve any sup

plement to the Plan on or before **December 8, 2023**.

Notice of Procedures with Respect to Reinstated Claims

1. Please take notice that, in accordance with Article IV of the Plan and section 1124 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 7.11 of the Plan all Other Secured Claims in Class 4 shall be Reinstated Subject to (i) satisfaction of the conditions set forth in section 7.11 of the Plan. (ii) resolution of any disputes in accordance with section 7.11 of the Plan with respect to the Cure Amounts subject to such disputes, and (iii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall authorize Reinstatement of the Other Secured Claims in Class 4 pursuant

to section 1124 of the Bankruptcy Code. 2 Section 7.11 of the Plan stipulates least ten (10) days before the deadline to object to Confirmation of the Plan, the Debtors shall serve a notice on Holders of Other Secured Claims in Class 4 setting forth the proposed Cure Amount (if any) necessary to Reinstate such Claims. Any objection by a Holder of an Other Secured Claim in Class 4 to the proposed Cure Amount must be Filed served and actually received by the Debtors within fourteen (14) days of the service of the notice of proposed Cure Amount, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. Any Holder of an Other Secured Claim in Class 4 that does not timely object to the notice of the proposed Cure Amount shall be deemed to have as to the Reinstatement of its Claim and the proposed Cure Amount listed therein and shall be shall forever be barred and enjoined from objecting to the Reinstatement of its Claim on the grounds that sections 1124(2)(A), (C), or (D) of the Bankruptcy Code have not been satisfied.

3. Section 7.11 of the Plan further provides that to the extent there is a dispute relating to the Cure Amount, the Debtors may Reinstate the applicable Other Secured Claim prior to the reso lution of the Cure Amount dispute: provided that the Debtors or the Reorganized Debtors, as applicable, reserve Cash in an amount sufficient to pay the full amount reasonably asserted as the required Cure Amount by the Holder of the applicable Other Secured Claim (or such smaller amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such Holder and the applicable Reorganized Debtor). Subject to resolution of any dispute regarding any Cure Amount, all Cure Amounts shall be satisfied on the Effective Date, or otherwise as soon as practicable thereafter, by the Debtors or Reorganized Debtors, as the case may be,

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

QUESTIONS: If you have questions about this Combined learing Notice, please contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.), or (iv) visiting https://cases.stretto.com CoreScientific.

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Core Scientific Mining LLC (6971); Core Scientific Inc. (3837): Core Scientific Acquired Mining LLC (6074): Core Scientific Operating Company (5526); Radar Relay, Inc. (0496) Core Scientific Specialty Mining (Oklahoma) LLC (4327); American Property Acquisition, LLC (0825); Starboard Capital LLC (6677); RADAR LLC (5106); American Property Acquisitions , LLC (9717); and American Property Acquisitions VII LLC (3198). The Debtors' corporate headquarters is 210 Barton Springs Road, Suite 300, Austin, Texas 78704. The Debtors' service address is 2407 S. Congress Ave, Suite E-101, Austin, Texas

All capitalized terms used but not defined herein have the meanings ascribed to them in the Plan, attached as  $\underline{\text{Exhibit A}}$  to the Disclosure Statement. Case 22-90341 Document 1509 Filed in TXSB on 12/05/23 Page 24 of 35

## **Exhibit G**

Odessa American Affidavit of Publication

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## Affidavit of Publication

MILLER ADVERTISING AGENCY

RB 170033

### THE STATE OF TEXAS COUNTY OF ECTOR

Before me, the undersigned, a Notary Public in and for said County, State of Texas, on this day personally appeared **CATHY LONG** to me well known, and who, after being by me duly sworn and says that she is the **LEGAL CLERK** of the **ODESSA AMERICAN**, a newspaper published in Ector County, Texas AND electronically on <a href="https://www.oaoa.com">www.oaoa.com</a>; that a copy of the within and foregoing **LEGAL NOTICE** was published in said newspaper <a href="https://www.oaoa.com">1</a> time(s) and the publication dates being as follows, to wit:

On the 25th	day of	November	2023
On the	day of		2023
On the	day of		2023
On the	day of	a series series arrive	2023
On the	day of		2023

And a newspaper copy of which is hereto attached.

Sworn to and subscribed before me this the day of day of 20

My Commission expires: 4-12-2026

Notary Public in and for Ector County, Texas

IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION

§ Chapter 11 CORE SCIENTIFIC, INC., et al., § Case No. 22-90341 (CML) Debtors<sup>1</sup> § (Jointly Administered)

NOTICE OF (I) CONDITIONAL APPROVAL OF DISCLOSURE STATEMENT, (II) APPROVAL OF (A) SOLICITATION AND VOTING PROCEDURES AND (B) NOTICE PROCEDURES FOR THE ASSUMPTION ÒŔ REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (III) COMBINED HEARING TO CONSIDER FINAL APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN; AND (IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR FINAL APPROVAL OF DISCLOSURE

STATEMENT AND CONFIRMATION OF PLAN TO ALL PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF: Debtor, Case Number: Core Scientific Mining LLC, 22-90340; Core Scientific, Inc., 22-90341; Core Scientific Acquired Mining LLC, 22-90342; Core Scientific Operating Company, 22-90343; Radar Relay, Inc., 22-90344; Core Scientific Specialty Mining (Oklahoma) LLC, 22-90345; American Property Acquisition, LLC, 22-90346; Starboard Capital LLC, 22-90347; RADAR LLC, 22-90348; American Property Acquisitions I, LLC, 22-90349; American Property Acquisitions VII, LLC, 22-90350

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. Conditional Approval of Disclosure Statement. On November 14, 2023 the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") held a hearing (the "Conditional Disclosure Statement Hearing") at which it conditionally approved the *Disclosure Statement* for Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1439) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the "Disclosure Statement") of Core Scientific, Inc. and its affiliated debtors Statement Order") with respect thereto. The Disclosure Statement Order, among other things, authorizes the Debtors to solicit votes to accept the Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1438) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the "Plan").2

2. **Combined Hearing**. A hearing to consider confirmation of the Plan and final approval of the Disclosure Statement (the "Combined Hearing") has been scheduled for December 22, 2023 at 10:00 a.m. (Prevailing Central Time), before the Honorable Christopher M. Lopez, United States Bankruptcy Judge, in the Bankruptcy Court. The Combined Hearing may be adjourned or continued from time to time by the Bankruptcy Court or the Debtors, with the consent of the Requisite Consenting Creditors, without further notice other than by a Bankruptcy Court announcement providing for such adjournment or continuation on its agenda. The Plan may be modified, if necessary, prior to, during, or as a result of the Combined Hearing.

3. **Voting Record Date**. Holders of Claims or Interests in Class 1 (April Convertible Notes Secured Claims), Class 2 (August Convertible Notes Secured Claims), Class 3 (Miner Equipment Lender Secured Claims), Class 5 (M&M Lien Secured Claims), Class 6 (Secured Mortgage Claims), Class 8 (General Unsecured Claims), Class 11 (Section 510(b) Claims), and Class 12 (Existing Common Interests), who are otherwise eligible to vote shall be entitled to vote to accept or reject the Plan as of **November 9, 2023** (the "**Voting Record Date**").

4. Voting Deadline. If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan, you must: (i) follow the instructions carefully; (ii) complete all of the required information on the Ballot; and (iii) execute and return your completed Ballot according to and as set forth in detail in the voting instructions on your Ballot so that it is actually received by the Debtors' solicitation and voting agent, Stretto, Inc. ("Stretto" or the "Voting Agent") on or before December 13 2023 at 5:00 p.m. (Prevailing Central Time) (the "Voting Deadline"). ANY FAILURE TO FOLLOW THE VOTING INSTRUCTIONS INCLUDED WITH YOUR BALLOT MAY DISQUALIFY YOUR BALLOT AND YOUR VOTE.

5. Parties in Interest Not Entitled to Vote. Holders of Claims or Interests in Class 4 (Other Secured Claims), Class 7 (Priority Non-Tax Claims), Class 10 (Intercompany Claims), and Class 11 (Intercompany Interests) are not entitled to vote on the Plan and will not receive a Ballot. If any creditor seeks to challenge the Allowed amount of its Claim for voting purposes, such to reditor must file with the Court a motion for an order pursuant to Bankruptey Rule 3018(a) temporarily allowing such Claim for voting purposes in a different amount (a "Rule 3018(a) temporarily allowing such Claim for voting purposes in a different amount (a "Rule 3018(a) temporarily allowing such Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Chapter to any Cure Amounts or the provision of construed as (a) exculpating any Exculpated Party from deduction and the relative to assumption or to the validity of such assumption or to the validity of suc Plan and will not receive a Ballot. If any creditor seeks to chal-Motion"). Any Rule 3018(a) Motion must be filed with the Court not later than 5:00 p.m. (Prevailing Central Time) on December 8, 2023. Upon the filing of any such Rule 3018(a) Motion, such creditor's Ballot shall be counted in accordance with the guidelines provided in the Solicitation and Voting Procedures attached as **Exhibit 2** to the Disclosure Statement Order, unless temporarily Allowed in a different amount by an order of the Court entered prior to or concurrent with entry of an order confirming the Plan.

6. Objections to Confirmation. The deadline to object or respond to confirmation of the Plan or final approval of the Disclosure Statement is **December 15, 2023 at 5:00 p.m.** 

Prevailing Central Time) (the "Objection Deadline").

7. Form and Manner of Objections to Confirmation.

Objections and responses, if any, to confirmation of the Plan or final approval of the Disclosure Statement, must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Bankruptcy Local Rules, and any order of the Court; (iii) set forth the Plan, the Plan Supplement, the Disclosure Statement, and trustees to receive distributions from the Debtors under the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors' estates or property; (iv) provide the against the Debtors' estates or property; (iv) provide the plan and objecting party against the Debtors' estates or property; (iv) provide the plan and to make any further distributions to the applicable or any other Entity, and any Claim Bring out of the Plan and to make any further distributions to the applicable or any other Entity, and any Claim Bring out of the Plan and to make any further distributions to the applicable or any other Entity, and any Claim Bring out of the Plan and to make any further distributions to the applicable or any other Entity, and any Claim Bring out of the Plan and to make any further distributions to the applicable or any other Entity, and any Claim Bring out of the Plan and to make any further distributions to the applicable or any other Entity, and any Claim Bring out of the Plan and to make any further distributions to the applicable or any other Entity, and any Claim Bring out of the Plan and to make any further distributions to the applicable or any other Entity, and any Claim Bring out of the Plan and to make any further distributions to the applicable or any other Entity, and any Claim Bring out of the Plan and to make any further distributions to the applicable or any other Entity, and any Claim Bring out of the Plan and to make any further distributions to the applicable or any other Entity, and any Claim Bring out of the Plan and to make any further distributions to the applicable or any other Entity, and any Claim Bring out of the Plan and to make any further distributions to the applicable or any other Entity, and any Claim Bring out of the Plan and to make any further distributions to the applicable or any other Entity, and any Claim Bring out of the Plan and to make any further distributions to the applicable or any other Entity, and the plan and to make any further distributions to the a basis for the objection and the specific grounds therefor, and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed with the Bankruptcy Court (with proof of service) via ECF or by mailing to the Bankruntcy Court at United States Bankruntcy Court Clerk's Office, United States Courthouse, 515 Rusk Avenue, Courtroom 401, 4th Floor, Houston, Texas 77002, so as to be actually

received no later than the Objection Deadline.

8. IF AN OBJECTION TO CONFIRMATION OF THE PLAN OR FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THEN THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND MAY NOT BE HEARD AT THE HEARING.

9. Additional Information. Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement, the Plan, or other solicitation materials should contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, or (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.). Interested parties may also review the Disclosure Statement and the Plan free of charge at https:// dm.epiq11.com/sertasimmons. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's site: https://www.txs.uscourts.gov/page/bankruptcycourt. Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER password can be obtained at: https://pacer.uscourts.gov/

NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN PLAN
If you (i) vote to accept the Plan, (ii) are solicited to vote to

accept or reject the Plan, but do not vote to either accept or reject the Plan, and do not opt out of granting the releases and valuable consideration, the adequacy of which is set forth in the Plan, (iii) vote, or are deemed, to reject the Plan or are presumed to accept the Plan but do not opt out Plan or in the Confirmation Order, to the fullest extent of granting the releases set forth in the Plan, or (iv) were given notice of the opportunity to opt out of granting the releases contained in the Plan but do not opt out, you shall be deemed to have consented to the releases contained in absolutely, unconditionally, irrevocably, and forever, Section 10.6(b) of the Plan. The releases as presented in the released, and discharged the Debtors, the Reorganized Plan are provided below

SECTION 10.5 INJUNCTION. Except as wise expressly provided in the Plan or for distributions required to be paid or delivered pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold Claims or Interests that have been released pursuant to Section 10.6(a) or Section 10.6(b), shall be discharged pursuant to Section 10.3 of the Plan, or are subject to exculpation pursuant to Section 10.7, and all Subcontractors and all other parties in interest are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Released Parties, and/or the Exculpated Parties (to the extent of the exculpation provided pursuant to Section 10.7 with respect to the Exculpated Parties): (i) commencing or in part, the Chapter 11 Cases, the Debtors, the governance, continuing in any manner any action or other proceeding of any kind on account of or in connection with or the Debtors, the purchase, sale or rescission of any secuwith respect to any such Claims or Interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (iii) creating, perrecting, or enforcing any Lien or encumbrance of any kind Agreements, the General Contracts, any and all agreeagainst such Entities or the property or the estates of such Entities on account of or in connection with or with respect tion, dissemination, solicitation, negotiation, entry into, to any such Claims or Interests; (iv) asserting any right of or filing of the Plan (including the Plan Supplement), the setoff, subrogation, or recoupment of any kind against Disclosure Statement, or any Restructuring Transaction, any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless (x) such Entity has timely asserted such setoff right either in a Filed Proof of Claim, or in another document Filed with the Bankruptcy Court explicitly preserving such setoff or that otherwise indicates that such entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise or (y) such right to setoff arises

under a postpetition agreement with the Debtors or an

Executory Contract that has been assumed by the Debtors | Notes | Documents, the | Contingent | Payment | Obligations | assumed, unless such contract or lease (i) was previously as of the Effective Date; and (v) commencing or continuing in any manner any action or other proceeding of any kind Documents, the New Miner Equipment Lender Debt assumed or rejected by the Debtors, pursuant to Final Order of in any manner any action or other proceeding of any kind Documents, the Exit Facility Documents, the New Warrants the Bankruptcy Court, (ii) previously expired or terminated puron account of or in connection with or with respect to any such Claims or Interests released, settled, and/or treated, Letter, the Initial DIP Loan Documents, the DIP Facility, the (iii) is the subject of a motion to reject Filed by the Debtors on entitled to a distribution, or cancelled pursuant to the Plan or otherwise Disallowed; provided that such persons who of confirmation and consummation of the Plan, the adminimated as a contract or lease to be rejected on the Schedule of

the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for judicially determined by a Final Order to have constituted any provision of the Plan, any order of the Bankruptcy Court the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Mortgage Miner Equipment Lender Agreements, the Mortgage the Bankruptyc Code or state laws governing fraudulent by law, to the extent any provision in any Executory Contract Con Agreements, the General Contracts, any and all agreements relating to M&M Liens, and any and all related ful misconduct, or gross negligence, or (b) releasing any or prevents, or purports to restrict or prevent, or is breached agreements relating to M&M Liens, and any and all related agreements, instruments, and/or other documents, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan supplement), the Disclosure Statement, or any Restructuring Transaction, or any document, instrument, or other agreement or document (including any expectation). Except as otherwise or other agreement or document, including any legal opinion requested by any Entity regarding any transaction, or other agreement, or other agreement, or is breached agreement, or is breached agreement, or document, instrument, or other agreement or document, including any legal opinion requested by any Entity regarding any transaction, or incur liability for, and each Exculpated related rights with respect thereto.

3. Section 8.2 of the Plan stripulates that the Debors shall related agreements or document, or other agreement. contemplated by the Plan or the reliance by any Released Party is needly released and exclupated from any column related to any act or omission in Farty on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Disclosure Statement, the Disclosure Statement, the Chapter 11 Cases, the Debtors, the governance, man
Debtors shall serve a notice on parties to Executory Contracts or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing without the Bankruptcy Court (i) first determining, after notice and have sole and exclusive jurisdiction to determine whether a Claim or Cause of Action is colorable and, only to the Loan Documents, the DIP Facility, the Terminated RSA, the action, order, or approval of the Bankruptcy Court. extent legally permissible and as provided for in Section 11.1, shall have jurisdiction to adjudicate the underlying and consummation of the Plan, the administration and party to an Executory Contract or Unexpired Lease that does not

colorable Claim or Cause of Action.

SECTION 10.6(a) RELEASES BY THE DEBTORS.

Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, pursuant to section 1123(b) ment the Plan, except as otherwise provided in the Plan or in the Confirmation Order, on and after the Effective Date, the Released Parties are deemed conclusively, absolutely, unconditionally and irrevocably, released and discharged by the Debtors, the Reorganized Debtors, and the Estates Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether indithe Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal onition) created or entered into in connection with Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP and/or (ii) with regard to Allowed M&M Lien Secured Claims, UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing. the releases set forth in Section 10.6(a) of the Plan (i) shall only be applicable to the maximum extent permitted by law; (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these Debtor release any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or convey ances), willful misconduct, or gross negligence, (b) relea ing any Released Party from Claims or Causes of Action held by the Debtors arising from an act or omission that is determined by a Final Order or by a federal government agency to have constituted a violation of any federal securities laws or (c) releasing any post-Effective Date obliga-tions of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transaction, or any document,

instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan. SECTION 10.6(b) RELEASES BY HOLDERS OF CLAIMS AND INTERESTS. Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, for good permissible under applicable law, as such law may be extended or integrated after the Effective Date, each Releasing Party, shall be deemed to have conclusively, Debtors, and the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any deriva-tive Claims or Causes of Action asserted or that may be asserted on behalf of the Debtors or their Estates, that such Entity would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, based on or relating to, or in any manner arising from, in whole or in part, any act or omission, transaction, agreement, event. or other occurrence taking place on or before the Effective Date, including any Claims or Causes of Action based on or relating to, or in any manner arising from, in whole or management, transactions, ownership, or operation of rity of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation

the Disclosure Statement, the Plan Settlements, the New

Plan Supplement) executed to implement the Plan.
SECTION 5.17 CANCELLATION OF LIENS.

(a) Except as otherwise specifically provided in the Plan, including sections 4.4 and 4.6 of the Plan, all notes, instruments, certificates evidencing debt of the Debtors and Existing

satisfaction of the applicable M&M Lien Takeback Debt, the Debtors or the Reorganized Debtors, at their expense, may, in their sole discretion, take any action necessary to terminate, cancel, extinguish, and/or evidence the release of any and all mortgages, deeds of trust, Liens, pledges, and other security interests with respect to the Convertible Notes Secured Claims, Miner Equipment Lender Secured Claims, and M&M Lien Secured Claims, including, without limitation, the preparation and filing of any and all documents necessary to terminate, satisfy, or release any mortgages, deeds of trust, Liens, pledges, and other security interests held by the Holders of the M&M Lien Secured Claims, Miner Equipment Lender Secured Claims, the Notes Agent, and/or Convertible Noteholders, including, without limitation, UCC-3 termination statements.

Relevant Definitions Related to Release and xculpation Provisions:

"Exculpated Parties" means each of the following in their capacity as such and in each case, to the maximum extent pernitted by law: (i) the Debtors; and (ii) Equity Committee and its

nembers, each solely in their capacity as such. Person's current and former Affiliates, and such Person's and its current and former Affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, fiduciaries, trustees, advisory board members, financial advisors, partners, limited partners, general partners, attorneys, accountants, managed accounts or funds, management companies, fund advisors, investment bankers, consultants, representatives, and valuable consideration, the adequacy of which is hereby confirmed, except as otherwise provided in the executors, estates, and nominees, each in their capacity as such, and any and all other Persons or Entities that may purport to assert any Cause of Action derivatively, by or through the

"Released Parties" means, collectively: (i) the Debtors; (ii) the Reorganized Debtors; (iii) the Equity Committee and its members that are party to the RSA, solely in their capacities as such; (iv) the Backstop Parties; (v) the Settling Miner Equipment Lenders; (vi) Brown Corporation; (vii) Holliwood LLC; (viii) the Ad Hoc Noteholder Group; (ix) the Consenting Creditors; (x) the Exit Lenders: (xi) the Notes Agent, solely in its capacity as such; and xii) with respect to each of the foregoing Persons in clauses (i) through (xi), all Related Parties. Notwithstanding the foregong, any Person that opts out of the releases set forth in section 10.6(b) of the Plan shall not be deemed a Released Party

"Releasing Parties" means collectively, and in each ase solely in their capacity as such, (i) the Debtors; (ii) the Reorganized Debtors: (iii) with respect to each of the foregong Persons in clauses (i) through (ii), all Related Parties; (iv) the Released Parties: (v) the Holders of all Claims or Interests that vote to accept the Plan; (vi) the Holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan and do not opt out of granting the releases set forth herein: (vii) the Holders of all Claims or Interests that vote, or are deemed, to reject the Plan or that are presumed to accept the Plan but do not opt out of granting the releases set forth herein; and (viii) the Holders of all Claims and Interests and all Other Beneficial Owners that were given notice of the opportunity to opt out of granting the eleases set forth herein but did not opt out

YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN. INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Notice of Assumption and Rejection of Executory Contracts and Unexpired Leases of Debtors and Related Procedures

1. Please take notice that, in accordance with Article VIII of he Plan and sections 365 and 1123 of the Bankruptcy Code. Order in lieu of such legal opinion) created or entered as of and subject to the occurrence of the Effective Date and into in connection with the Plan, the Plan Supplement, the payment of any applicable Cure Amount, and subject to section 8.5 of the Plan, all Executory Contracts and Unexpired Secured Convertible Notes Documents, the New Secured Leases to which any of the Debtors are parties shall be deemed

have held, hold, or may hold Claims against, or Interests in a Debtor, a Reorganized Debtor, or an Estate shall not be precluded from exercising their rights and remedies, or obtaining the benefits, solely pursuant to and consistent with the transfits of the Scheduler of the Sc under the Plan, or any other agreement, act or omission, disputes, and (iii) the occurrence of the Effective Date, entry of with the terms of the Plan.

Subject in all respects to Section 11.1, no entity or person may commence or pursue a Claim or Cause of Action of any kind against any Released Party or Exculpated Party that arose or arises from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the nurchase sale or rescission of any security of the nurchase sale or rescission of any security of the nurchase sale or rescission of any security of the nurchase sale or rescission of any security of the nurchase sale or rescission of any security of the nurchase sale or rescission of any security of the nurchase sale or rescission of any security of the nurchase sale or rescission of any security of the nurchase sale or rescission of any security of the nurchase sale or rescission of any security of the nurchase sale or rescission of any security of the nurchase sale or rescission of any security of the sale of the Effective Date, entry of the Confirmation Order by the Bankruptcy of the Confirmation Order by the Confirmation Order by the Confirmation Order by the Confirmation Order by the Bankruptcy of the Confirmation Order by the Confirmation Order

Statement") of Core Scientific, Inc. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "Debtors"), and thereafter entered an order (the "Disclosure Statement Order") with respect thereto. The Disclosure Statement Order where a pulse of Decuments, the New Secured Notes Documents, the New Statement Order") with respect thereto. The Disclosure Statement Order" with respect thereto. The Disclosure Statement Order where applicable, setting forth the pro-Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the Chapter 11 Cases, the pursuit of confirmation ments, the formulation, preparation, dissemination, solicible with the proposed Cure Amount (if any). If a counterparty to any Executory Debtors, as applicable, intend to assume or assume and assign ments, the formulation, preparation, dissemination, solicible is not listed on such a notice, the proposed Cure amount for and consummation of the Plan, the administration and tation, negotiation, entry into, or filing of the Plan (includ- such Executory Contract or Unexpired Lease shall be deemed implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to Restructuring Transaction, contract, instrument, release, an Executory Contract or Unexpired Lease to the proposed the Plan (including, but not limited to, the New Common or other agreement or document (including any legal assumption, assumption and assignment, or related Cure Interests), or the distribution of property under the Plan, opinion requested by any Entity regarding any transac-Amount must be Filed, served, and actually received by tion, contract, instrument, document, or other agreement the Debtors within fourteen (14) days of the service of contemplated by the Plan or the reliance by any Released the assumption notice, or such shorter period as agreed Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with If there is an Assumption Dispute pertaining to assumption of a hearing, that such Claim or Cause of Action represents a claim of willful misconduct, fraud or gross negligence the Plan Supplement, the Disclosure Statement, an Executory Contract or Unexpired Lease (other than a disc against a Released Party or Exculpated Party and (ii) specifically authorizing such Entity or Person to bring Contingent Payment Obligations Documents, the New Secured Notes Documents, the New tive; provided that the Debtors or the Reorganized Debtors, as such Claim or Cause of Action against any such Released Party. The Bankruptcy Court shall Documents, the New Warrants Agreement, the Rights Creditors, settle any dispute regarding the Cure Amount or the

> implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or or Unexpired Lease notwithstanding any provision thereof of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, including the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and imple
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> tributions of the Released Parties to facilit respects, such Exculpated Parties shall be entitled to rea- rights of any Debtor under such contract or lease or a change, if sonably rely upon the advice of counsel with respect to their duties and responsibilities. The Exculpated Parties the Plan; (iii) increase, accelerate, or otherwise alter any oblihave, and upon completion of the Plan, shall be deemed to have, participated in good faith and in compliance with all as applicable, under such Executory Contract or Unexpired from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, the Reorganized Debtor, as applicable. Each of any Debtor or any Reorganized Debtor, as applicable. Each of any Debtor or any Reorganized Debtor, as applicable. Each of any Debtor or any Reorganized Debtor, as applicable. Each of any Debtor or any Reorganized Debtor, as applicable. Each of any Debtor or any Reorganized Debtor, as applicable laws until the definition of such distributions shall be deemed to not apply to the assumption of such distributions of such Executory Contract or Unexpired Lease pursuant to the Plan and counterparties to assumed Executory Contracts or Unexpired Lease shall be deemed to not apply to the assumption of such distributions of such distributions of such Executory Contract or Unexpired Lease pursuant to the Plan and counterparties to assumed Executory Contracts or Unexpired Lease which is the feet as a such provision shall be deemed to not apply to the assumption of such distributions of such Executory Contracts or Unexpired Lease pursuant to the Plan and counterparties to assumed Executory Contracts or Unexpired Lease which is the feet as a such provision shall be deemed to not apply to the assumption of such Executory Contract or Unexpired Lease and the proposed assumption of the Plan and the intributions and intributions are provided to the Plan and the contraction pursuant in the Plan and intributions and intributions are proposed as applicable. Each applicable are provided and intributions and intributions and intributions and intributions are provided and intributio made pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, the exculpations set forth in the Plan, shall forever be barred and enjoined from objecting to

> or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or Causes of Action arising under sections 544 or 548 of with respect to Claims arising from the rejection of Executory assertable in the Securities Class Action), the DIP Facility, the Bankruptcy Code or state laws governing fraudulent the Convertible Notes Agreements, the Miner Equipment or otherwise avoidable transfers or conveyances), willful Bankruptcy Court by the later of thirty (30) days from (i) the Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including limits). The provinging the provinging the provinging the provinging the plan (including limits) or contracts, any and all agreements relating to M&M Liens, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including limits). The provinging the plan (including limits) and the plan (incl Contract or Unexpired Lease not Filed within such time shall be Disallowed pursuant to the Confirmation Order or such other order of the Bankruptcy Court, as applicable forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, the Estates, the Common Interests will be cancelled and obligations of the Reorganized Debtors, or property of the foregoing parties, Debtors thereunder will be discharged and of no further force or without the need for any objection by the Debtors or the legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, and trustees to receive distributions from the Debtors under to, or action, order, or approval of the Bankruptcy Court Miner Equipment Lender Debt Documents, the Exit Facility to Holders on account of Allowed Convertible Notes Secured notwithstanding anything in the Schedules, if any, or a

ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

6. Plan Supplement. The Debtors will file and serve any supplement to the Plan on or before **December 8, 2023**.

Notice of Procedures with Respect to Reinstated Claims 1. Please take notice that, in accordance with Article IV of the Plan and section 1124 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 7,11 of the Plan, all Other Secured Claims in Class 4 shall be Reinstated Subject to (i) satisfaction of the conditions set forth in section 7.11 of the Plan, (ii) resolution of any disputes in accordance with section 7.11 of the Plan with respect to the Cure Amounts subject to such disputes, and (iii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court

shall authorize Reinstatement of the Other Secured Claims in

Class 4 pursuant to section 1124 of the Bankruptcy Code 2. Section 7.11 of the Plan stipulates least ten (10) days before the deadline to object to Confirmation of the Plan, the Debtors shall serve a notice on Holders of Other Secured Claims "Related Parties" means with respect to a Person, that in Class 4 setting forth the proposed Cure Amount (if any) necesson's current and former Affiliates, and such Person's and essary to Reinstate such Claims. Any objection by a Holder of an essary to Reinstate such Claims. Other Secured Claim in Class 4 to the proposed Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the notice of pro-posed Cure Amount, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. Any Holder of an Other Secured Claim in Class 4 that does not timely object to the notice of the proposed Cure Amount shall be deemed to have assented to the Reinstatement of its Claim and the proposed Cure Amount listed therein and shall be shall forever be barred and enjoined from objecting to the Reinstatement of its Claim on the grounds that sections 1124(2)(A), (C), or (D) of the Bankruptcy Code have not been satisfied.

3. Section 7.11 of the Plan further provides that to the extent there is a dispute relating to the Cure Amount, the Debtors may Reinstate the applicable Other Secured Claim prior to the res olution of the Cure Amount dispute: provided that the Debtors or the Reorganized Debtors, as applicable, reserve Cash in an amount sufficient to pay the full amount reasonably asserted as the required Cure Amount by the Holder of the applicable Other Secured Claim (or such smaller amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such Holder and the applicable Reorganized Debtor). Subject to resolution of any dispute regarding any Cure Amount, all Cure Amounts shall be satisfied on the Effective Date, or otherwise as soon as practicable thereafter, by the Debtors or Reorganized Debtors, as the case may be

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

QUESTIONS: If you have questions about this Combined Hearing Notice, please contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 outside of the U.S.), or (iv) visiting https://cases.stretto.com/ CoreScientific.

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Core Scientific Mining LLC (6971): Core Scientific, Inc. (3837); Core Scientific Acquired Mining LLC (6074); Core Scientific Operating Company (5526); Radar Relay, Inc. (0496); Core Scientific Specialty Mining (Oklahoma) LLC (4327); American Property Acquisition, LLC (0825); Starboard Capital LLC (6677); RADAR LLC (5106); American Property Acquisitions I, LLC (9717); and American Property Acquisitions VII LLC (3198). The Debtors' corporate headquarters is 210 Barton Springs Road, Suite 300, Austin, Texas 78704. The Debtors' service address is 2407 S. Congress Ave, Suite E-101, Austin, Texas 78704.

<sup>2</sup> All capitalized terms used but not defined herein have the meanings ascribed to them in the Plan, attached as <u>Exhibit A</u> to the Disclosure Statement.

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## **Exhibit H**

Pecos Enterprise Affidavit of Publication

STATE OF TEXAS	
COUNTY OF <b>REEVES &amp; LOV</b>	ING
Before me, the und	dersigned authority, on this day personally
appeared CHRISTINA BITOL (Name)	AS, the ADVERTISING MNGR of the (Title)
PECOS ENTERPRISE (Name of Newspaper)	, a newspaper having general circulation in
REEVES & LOVING	County, Texas who being by me duly sworn,
deposes and says that the foreg	oing attached notice was published in said
newspaper on the following date	e(s), to wit: <b>NOVEMBER 23, 2023</b>
	Christina Bitolas
Subscribed and sworn to before	me this the day of DECEMBER_, 2023,
to certify which witness my hand	l and seal of office.
LAURA A. MALDONADO My Notary ID # 128517023 Expires January 31, 2027	Notary Public in and for
	REEVES & LOVING County Texas

IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS **HOUSTON DIVISION** 

§ Chapter 11 CORE SCIENTIFIC, INC., et al., § Case No. 22-90341 (CML) Debtors1 § (Jointly Administered)

**NOTICE OF (I) CONDITIONAL APPROVAL OF DISCLOSURE** STATEMENT, (II) APPROVAL OF (A) SOLICITATION AND **VOTING PROCEDURES AND (B) NOTICE PROCEDURES** FOR THE ASSUMPTION OR REJECTION OF EXECUTORY **CONTRACTS AND UNEXPIRED LEASES; (III) COMBINED** HEARING TO CONSIDER FINAL APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN; AND (IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR FINAL APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN

TO ALL PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF: Debtor, Case Number: Core Scientific Mining LLC, 22-90340; Core Scientific, Inc., 22-90341; Core Scientific Acquired Mining LLC, 22-90342; Core Scientific Operating Company, 22-90343; Radar Relay, Inc., 22-90344; Core Scientific Specialty Mining (Oklahoma) LLC, 22-90345; American Property Acquisition, LLC, 22-90346; Starboard Capital LLC, 22-90347; RADAR LLC, 22-90348; American Property Acquisitions I, LLC, 22-90349; American Property Acquisitions VII, LLC, 22-90350 PLEASE TAKE NOTICE OF THE FOLLOWING:

2023 the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") held a hearing (the "Conditional Disclosure") held a hearing (the "Conditional Disclosure") the Plan or the reliance by any Released Party on the Plan or the reliance by the Plan or the Plan or the Plan or the reliance by the Plan or the Statement Hearing") at which it conditionally approved the Disclosure Statement for Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. into in connection with the Plan, the Plan Supplement, the Disclosure and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1439) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the "Disclosure Statement") of Core Scientific, Inc. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "Debtors"), and thereafter entered an order (the Agreement, the Rights Offering, the Backstop Commitment Letter, "Disclosure Statement Order") with respect thereto. The Disclosure Indicated Instruments, or other documents, the formulation, preparation, assume or assume and assign is not listed on such a notice, the proposed Statement Order, among other things, authorizes the Debtors to solicit votes RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and dissemination, solicitation, negotiation, entry into, or filing of the to accept the Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1438) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the "Plan").2

2. *Combined Hearing*. A hearing to consider confirmation of the Plan and final approval of the Disclosure Statement (the "Combined Hearing") has been scheduled for December 22, 2023 at 10:00 a.m. (Prevailing Central Time), before the Honorable Christopher M. Lopez, United States Bankruptcy Judge, in the Bankruptcy Court. The Combined Hearing may be adjourned or continued from time to time by the Bankruptcy Court or the Debtors, with the consent of the Requisite Consenting Creditors, without further notice other than by a Bankruptcy Court announcement providing for such adjournment or continuation on its agenda. The Plan may be Party, The Bankruptcy Court shall have sole and exclusive jurisdiction Offering, the Backstop Commitment Letter, the Initial DIP Loan thereof without any further notice to any party or any action, order, or modified, if necessary, prior to, during, or as a result of the Combined

3. Voting Record Date. Holders of Claims or Interests in Class 1 (April Convertible Notes Secured Claims), Class 2 (August Convertible Notes | Cause of Action. Secured Claims), Class 3 (Miner Equipment Lender Secured Claims), Class 5 (M&M Lien Secured Claims), Class 6 (Secured Mortgage Claims), Class 8 (General Unsecured Claims), Class 11 (Section 510(b) Claims), and Class 12 (Existing Common Interests), who are otherwise eligible to vote shall be entitled to vote to accept or reject the Plan as of November 9, 2023 (the including the obligations of the Debtors under the Plan and the

"Voting Record Date").

4. Voting Deadline. If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan, you must: (i) follow the instructions | Order, on and after the Effective Date, the Released Parties are deemed | duties and responsibilities. The Exculpated Parties have, and upon | the ownership or control to the extent contemplated by the Plan; (iii) carefully; (ii) complete all of the required information on the Ballot: and (iii) execute and return your completed Ballot according to and as set forth in detail in the voting instructions on your Ballot so that it is actually received Estates from any and all Claims, obligations, rights, suits, damages, by the Debtors' solicitation and voting agent, Stretto, Inc. ("Stretto" or the Causes of Action, remedies, and liabilities whatsoever, including any Voting Agent") on or before December 13 2023 at 5:00 p.m. (Prevailing derivative claims, asserted or assertable on behalf of the Debtors, Central Time) (the "Voting Deadline"). ANY FAILURE TO FOLLOW THE VOTING INSTRUCTIONS INCLUDED WITH YOUR BALLOT MAY DISQUALIFY YOUR BALLOT AND YOUR VOTE.

5. Parties in Interest Not Entitled to Vote. Holders of Claims or Interests in Class 4 (Other Secured Claims), Class 7 (Priority Non-Tax Claims), Class 10 (Intercompany Claims), and Class 11 (Intercompany Claims), and Class 11 (Intercompany Claims), and Class 11 (Intercompany Claims), and Class 12 (Intercompany Claims), and Class 13 (Intercompany Claims), and Class 14 (Intercompany Claims), and Class 15 (Intercompany Claims), and Class 16 (Intercompany Claims), and Class 17 (Intercompany Claims), and Class 18 (Intercompany Claims), and Class 19 (Intercompany Claims), and Class 19 (Intercompany Claims), and Class 10 (Intercompany Claims), and Class 11 (Intercompany Claims), and Class 12 (Intercompany Claims), and Class 13 (Intercompany Claims), and Class 14 (Intercompany Claims), and Class 15 (Intercompany Claims), and Class 16 (Intercompany Claims), and Class 17 (Intercompany Claims), and Class 18 (Intercompany Claims), and Class 19 (Intercompany Claims), and Class 10 (Intercompany Claims), and Class 10 (Intercompany Claims), and Class 11 (Intercompany Claims), and Claims 11 (Intercompany Claims), and Claims 11 (Intercompany Claims), and Claims 11 (Intercomp Interests) are not entitled to vote on the Plan and will not receive a Ballot. If any creditor seeks to challenge the Allowed amount of its Claim for voting management, transactions, ownership, or operation of the Debtors, purposes, such creditor must file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for voting purposes in a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be filed with the Court not later than 5:00 Class Action), the DIP Facility, the Convertible Notes Agreements, the fraudulent or otherwise avoidable transfers or conveyances), in the provided by finding such Claims and Causes of Action arising under claims and Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing an order of the Bankruptcy Court, Proofs of Claim with respect to Claims and Causes of Action arising under claims and Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing an order of the Bankruptcy Court, Proofs of Claim with respect to Claims and Causes of Action arising under claims are claims and Causes of Action arising under claims are claims and Causes of Action arising under claims are claims and Causes of Action arising under claims are claims pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim p.m. (Prevailing Central Time) on December 8, 2023. Upon the filing of any such Rule 3018(a) Motion, such creditor's Ballot shall be counted General Contracts, any and all agreements relating to M&M Liens, the in accordance with the guidelines provided in the Solicitation and Voting formulation, preparation, dissemination, solicitation, negotiation, Plan, any Restructuring Transaction, or any document, instrument, such rejection, (ii) the effective date of the rejection of such Executory Procedures attached as **Exhibit 2** to the Disclosure Statement Order, unless temporarily Allowed in a different amount by an order of the Court entered prior to or concurrent with entry of an order confirming the Plan.

to confirmation of the Plan or final approval of the Disclosure Statement contract, instrument, document, or other agreement contemplated is December 15, 2023 at 5:00 p.m. (Prevailing Central Time) (the "Objection Deadline").

and responses, if any, to confirmation of the Plan or final approval of the Statement, the Plan Settlements, the New Secured Convertible Notes Disclosure Statement, must: (i) be in writing; (ii) conform to the Bankruptcy Documents, the New Secured Notes Documents, the Contingent Rules and the Bankruptcy Local Rules, and any order of the Court; (iii) set | Payment Obligations Documents, the New Miner Equipment Lender | Holders on account of their Allowed Claims and Interests. forth the name of the objecting party and the nature and amount of Claims Debt Documents, the Exit Facility Documents, the New Warrants or Interests held or asserted by the objecting party against the Debtors'

77002, so as to be actually received no later than the Objection Deadline. 8. IF AN OBJECTION TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THEN THE OBJECTING PARTY MAY BE the releases set forth in Section 10.6(a) of the Plan (i) shall only be BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND MAY NOT BE HEARD AT THE HEARING

9. Additional Information. Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure fraud shall not exempt from the scope of these Debtor releases any Statement, the Plan, or other solicitation materials should contact Stretto | Claims or Causes of Action arising under sections 544 or 548 of the through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing Bankruptcy Code or state laws governing fraudulent or otherwise to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, or (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.). Interested parties may also review the Disclosure Statement and the Plan is determined by a Final Order or by a federal government agency free of charge at https://dm.epiq11.com/sertasimmons. In addition, the to have constituted a violation of any federal securities laws or Disclosure Statement and Plan are on file with the Bankruptcy Court and (c) releasing any post-Effective Date obligations of any party or may be reviewed for a fee by accessing the Bankruptcy Court's website: https://www.txs.uscourts.gov/page/bankruptcycourt. Note that a PACER password and login are needed to access documents on the Bankruptcy those set forth in the Plan Supplement) executed to implement the Court's website. A PACER password can be obtained at: https://pacer. uscourts.gov/

## NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN PLAN

do not opt out of granting the releases set forth in the Plan, (iii) vote, fullest extent permissible under applicable law, as such law may be but do not opt out of granting the releases set forth in the Plan, or (iv) shall be deemed to have conclusively, absolutely, unconditionally, were given notice of the opportunity to opt out of granting the releases irrevocably, and forever, released, and discharged the Debtors, contained in the Plan but do not opt out, you shall be deemed to have the Reorganized Debtors, and the Released Parties from any and releases as presented in the Plan are provided below:

pursuant to Section 10.6(a) or Section 10.6(b), shall be discharged whether known or unknown, foreseen or unforeseen, existing or Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Released Parties, and/ collecting, or recovering by any manner or means any judgment, (iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (iv) asserting any right of setoff, instrument, release, or other agreement or document (including any subrogation, or recoupment of any kind against any obligation legal opinion requested by any Entity regarding any transaction due from such Entities or against the property of such Entities contract, instrument, document, or other agreement contemplated on account of or in connection with or with respect to any such by the Plan or the reliance by any Released Party on the Plan or

whole or in part, the Chapter 11 Cases, the Debtors, the governance, or Causes of Action arising from an act or omission that is judicially the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the fraudulent or otherwise avoidable transfers or conveyances), Miner Equipment Lender Agreements, the Mortgage Agreements, the any and all related agreements, instruments, and/or other documents, any Restructuring Transaction, or any document, instrument, the formulation, preparation, dissemination, solicitation, negotiation, or agreement (including those set forth in the Plan Supplement) entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any 1. Conditional Approval of Disclosure Statement. On November 14, legal opinion requested by any Entity regarding any transaction, Confirmation Order in lieu of such legal opinion) created or entered the Petition Date through the Effective Date, of the Chapter 11 Cases, to the Combined Hearing, the Debtors shall serve a notice on parties Statement, the Plan Settlements, the New Secured Convertible Notes or operation of the Debtors, the purchase, sale or rescission of any and assigned, or rejected reflecting the Debtors' intention to potentially Documents, the New Secured Notes Documents, the Contingent Payment Obligations Documents, the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreements, the Mortgage Agreements, the General Contracts, any Amount (if any). If a counterparty to any Executory Contract or Unexpired consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution or any Restructuring Transaction, contract, instrument, release, or Executory Contract or Unexpired Lease to the proposed assumption, of securities pursuant to the Plan (including, but not limited to, the other agreement or document (including any legal opinion requested assumption and assignment, or related Cure Amount must be Filed, New Common Interests), or the distribution of property under the by any Entity regarding any transaction, contract, instrument, served, and actually received by the Debtors within fourteen (14) Plan, or any other agreement, act or omission, transaction, event, document, or other agreement contemplated by the Plan or the days of the service of the assumption notice, or such shorter period or other occurrence taking place on or before the Effective Date reliance by any Released Party on the Plan or Confirmation Order in as agreed to by the parties or authorized by the Bankruptcy Court. If related or relating to the foregoing without the Bankruptcy Court lieu of such legal opinion) created or entered into in connection with there is an Assumption Dispute pertaining to assumption of an Executory (i) first determining, after notice and a hearing, that such Claim or the Plan, the Plan Supplement, the Disclosure Statement, the Plan | Contract or Unexpired Lease (other than a dispute pertaining to a Cure Cause of Action represents a claim of willful misconduct, fraud or Settlements, the New Secured Convertible Notes Documents, the gross negligence against a Released Party or Exculpated Party and (ii) specifically authorizing such Entity or Person to bring such Claim

New Secured Notes Documents, the Contingent Payment Obligations assumption being effective; provided that the Debtors or the Reorganized Documents, the New Miner Equipment Lender Debt Documents, the Debtors, as applicable, may, with the consent of the Requisite Consenting or Cause of Action against any such Released Party or Exculpated | Exit Facility Documents, the New Warrants Agreement, the Rights | Creditors, settle any dispute regarding the Cure Amount or the nature to determine whether a Claim or Cause of Action is colorable and, only to the extent legally permissible and as provided for in Section 11.1, shall have jurisdiction to adjudicate the underlying colorable Claim or

SECTION 10.6(a) RELEASES BY THE DEBTORS. Notwithstanding conclusively, absolutely, unconditionally and irrevocably, released and discharged by the Debtors, the Reorganized Debtors, and the Reorganized Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether individually whole or in part, the Chapter 11 Cases, the Debtors, the governance, Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any 6. Objections to Confirmation. The deadline to object or respond legal opinion requested by any Entity regarding any transaction, by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered 7. Form and Manner of Objections to Confirmation. Objections into in connection with the Plan, the Plan Supplement, the Disclosure Agreement, the Rights Offering, the Backstop Commitment Letter, Courthouse, 515 Rusk Avenue, Courtroom 401, 4th Floor, Houston, Texas the New Common Interests), or the distribution of property under event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, applicable to the maximum extent permitted by law; (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual avoidable transfers or conveyances), willful misconduct, or gross negligence, (b) releasing any Released Party from Claims or Causes of Action held by the Debtors arising from an act or omission that Entity under the Plan, the Confirmation Order, any Restructuring Transaction, or any document, instrument, or agreement (including

RELEASES BY HOLDERS OF CLAIMS AND INTERESTS. Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, for good and valuable If you (i) vote to accept the Plan, (ii) are solicited to vote to accept or consideration, the adequacy of which is hereby confirmed, except reject the Plan, but do not vote to either accept or reject the Plan, and as otherwise provided in the Plan or in the Confirmation Order, to the representatives, and other professionals, and such Person's respective or are deemed, to reject the Plan or are presumed to accept the Plan extended or integrated after the Effective Date, each Releasing Party, consented to the releases contained in Section 10.6(b) of the Plan. The all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims SECTION 10.5 INJUNCTION. Except as otherwise expressly provided or Causes of Action asserted or that may be asserted on behalf in the Plan or for distributions required to be paid or delivered of the Debtors or their Estates, that such Entity would have been pursuant to the Plan or the Confirmation Order, all Entities that have legally entitled to assert in their own right (whether individually held, hold, or may hold Claims or Interests that have been released or collectively) or on behalf of the Holder of any Claim or Interest, pursuant to Section 10.3 of the Plan, or are subject to exculpation hereinafter arising, in law, equity, or otherwise, based on or relating pursuant to Section 10.7, and all Subcontractors and all other parties to, or in any manner arising from, in whole or in part, any act or in interest are permanently enjoined, from and after the Effective omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including any Claims or Causes of Action based on or relating to, or in any manner arising from, in or the Exculpated Parties (to the extent of the exculpation provided whole or in part, the Chapter 11 Cases, the Debtors, the governance, pursuant to Section 10.7 with respect to the Exculpated Parties): management, transactions, ownership, or operation of the Debtors, (i) commencing or continuing in any manner any action or other the purchase, sale or rescission of any security of the Debtors or the proceeding of any kind on account of or in connection with or with Reorganized Debtors (which includes, for the avoidance of doubt, all respect to any such Claims or Interests; (ii) enforcing, attaching, claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the award, decree, or order against such Entities on account of or in Miner Equipment Lender Agreements, the Mortgage Agreements, the connection with or with respect to any such Claims or Interests; General Contracts, any and all agreements relating to M&M Liens, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, Claims or Interests unless (x) such Entity has timely asserted such | Confirmation Order in lieu of such legal opinion) created or entered setoff right either in a Filed Proof of Claim, or in another document into in connection with the Plan, the Plan Supplement, the Disclosure Filed with the Bankruptcy Court explicitly preserving such setoff or Statement, the Plan Settlements, the New Secured Convertible Notes or (y) such right to setoff arises under a postpetition agreement with Debt Documents, the Exit Facility Documents, the New Warrants assumed or rejected by the Debtors, pursuant to Final Order of the

(provided that actual fraud shall not exempt from the scope of these third-party releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing willful misconduct, or gross negligence, or (b) releasing any postexecuted to implement the Plan.

SECTION 10.7 EXCULPATION. Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated the Debtors, the governance, management, transactions, ownership, to Executory Contracts or Unexpired Leases to be assumed, assumed security of the Debtors or the Reorganized Debtors, the DIP Facility, assume, assume and assign, or reject the contract or lease in connection the Convertible Notes Agreements, the Miner Equipment Lender and all agreements relating to M&M Liens, and related agreements, **Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter** approval of the Bankruptcy Court. 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to to the notice of the proposed assumption of such Executory Contract or the Plan (including, but not limited to, the New Common Interests), Unexpired Lease shall be deemed to have assented to assumption of anything contained in the Plan to the contrary, as of the Effective Date, or the distribution of property under the Plan, or any other related the applicable Executory Contract or Unexpired Lease notwithstanding pursuant to section 1123(b) of the Bankruptcy Code, for good and agreement, except for Claims or Causes of Action arising from an any provision thereof that purports to (i) prohibit, restrict, or condition valuable consideration, the adequacy of which is hereby confirmed, act or omission that is judicially determined in a Final Order to have the transfer or assignment of such contract or lease; (ii) terminate constituted actual fraud, willful misconduct, or gross negligence, or modify, or permit the termination or modification of, a contract or contributions of the Released Parties to facilitate and implement the but in all respects, such Exculpated Parties shall be entitled to lease as a result of any direct or indirect transfer or assignment of the Plan, except as otherwise provided in the Plan or in the Confirmation reasonably rely upon the advice of counsel with respect to their rights of any Debtor under such contract or lease or a change, if any, in completion of the Plan, shall be deemed to have, participated in good faith and in compliance with all applicable laws with regard to the solicitation and distribution of, consideration pursuant to the | Contract or Unexpired Lease; or (iv) create or impose a Lien upon any Plan and, therefore, are not, and on account of such distributions | property or Asset of any Debtor or any Reorganized Debtor, as applicable shall not be, liable at any time for the violation of any applicable | Each such provision shall be deemed to not apply to the assumption of whether known or unknown, foreseen or unforeseen, existing or law, rule, or regulation governing the solicitation of acceptances such Executory Contract or Unexpired Lease pursuant to the Plan and hereinafter arising, in law, equity, or otherwise, that the Debtors, the or rejections of the Plan or such distributions made pursuant to the counterparties to assumed Executory Contracts or Unexpired Leases that Plan. Notwithstanding anything to the contrary in the foregoing, fail to object to the proposed assumption in accordance with the terms the exculpations set forth in Section 10.7 of the Plan (i) shall only set forth in Section 8.2(a) of the Plan, shall forever be barred and enjoined Claims or Causes of Action arising from an act or omission that of adequate assurance of future performance), or taking actions prohibited is judicially determined by a Final Order to have constituted actual by the foregoing or the Bankruptcy Code on account of transactions the purchase, sale or rescission of any security of the Debtors or the | fraud (provided that actual fraud shall not exempt from the scope | contemplated by the Plan. Miner Equipment Lender Agreements, the Mortgage Agreements, the willful misconduct, or gross negligence, or (b) exculpating any any, must be Filed with the Bankruptcy Court by the later of thirty (30) days post-Effective Date obligations of any party or Entity under the entry into, or filing of the Plan (including the Plan Supplement), the or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

SECTION 5.17 CANCELLATION OF LIENS.

sections 4.4 and 4.6 of the Plan, all notes, instruments, certificates Court, as applicable, forever barred from assertion, and shall not evidencing debt of the Debtors and Existing Common Interests will be be enforceable against, as applicable, the Debtors, the Estates, the cancelled and obligations of the Debtors thereunder will be discharged Reorganized Debtors, or property of the foregoing parties, without and of no further force or effect, except for the purpose of allowing the the need for any objection by the Debtors or the Reorganized Debtors, applicable agents and trustees to receive distributions from the Debtors as applicable, or further notice to, or action, order, or approval of the under the Plan and to make any further distributions to the applicable | Bankruptcy Court or any other Entity, and any Claim arising out of

to Holders on account of Allowed Convertible Notes Secured Claims and anything in the Schedules, if any, or a Proof of Claim to the contrary. estates or property; (iv) provide the basis for the objection and the specific | the Initial DIP Loan Documents, the DIP Facility, the Terminated | Allowed Miner Equipment Lender Secured Claims and/or (ii) with regard grounds therefor, and, if practicable, a proposed modification to the Plan RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and to Allowed M&M Lien Secured Claims, satisfaction of the applicable ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE that would resolve such objection; and (v) be filed with the Bankruptcy consummation of the Plan, the administration and implementation of M&M Lien Takeback Debt, the Debtors or the Reorganized Debtors, at | CONSIDERED BY THE BANKRUPTCY COURT. Court (with proof of service) via ECF or by mailing to the Bankruptcy the Plan or Confirmation Order, including the issuance or distribution their expense, may, in their sole discretion, take any action necessary to Court at United States Bankruptcy Court Clerk's Office, United States of securities pursuant to the Plan (including, but not limited to, terminate, cancel, extinguish, and/or evidence the release of any and all the Plan on or before December 8, 2023. mortgages, deeds of trust, Liens, pledges, and other security interests the Plan, or any other agreement, act or omission, transaction, with respect to the Convertible Notes Secured Claims, Miner Equipment Lender Secured Claims, and M&M Lien Secured Claims, including, without limitation, the preparation and filing of any and all documents necessary to of the Effective Date and the payment of any applicable Cure Amount, and terminate, satisfy, or release any mortgages, deeds of trust, Liens, pledges, and other security interests held by the Holders of the M&M Lien Secured Claims, Miner Equipment Lender Secured Claims, the Notes Agent, and/or in section 7.11 of the Plan, (ii) resolution of any disputes in accordance Convertible Noteholders, including, without limitation, UCC-3 termination statements

Relevant Definitions Related to Release and Exculpation Provisions:

"Exculpated Parties" means each of the following in their capacity as Bankruptcy Code. such and, in each case, to the maximum extent permitted by law: (i) the Debtors; and (ii) Equity Committee and its members, each solely in their capacity as such.

"Related Parties" means with respect to a Person, that Person's current and former Affiliates, and such Person's and its current and former Affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, fiduciaries, trustees, advisory board members, financial advisors, partners, limited partners, the proposed Cure Amount listed therein and shall be shall forever be general partners, attorneys, accountants, managed accounts or funds, barred and enjoined from objecting to the Reinstatement of its Claim on the management companies, fund advisors, investment bankers, consultants, heirs, executors, estates, and nominees, each in their capacity as such, and any and all other Persons or Entities that may purport to assert any Cause of Action derivatively, by or through the foregoing entities.

"Released Parties" means, collectively: (i) the Debtors; (ii) the Reorganized Debtors; (iii) the Equity Committee and its members that as applicable, reserve Cash in an amount sufficient to pay the full amount are party to the RSA, solely in their capacities as such; (iv) the Backstop Parties; (v) the Settling Miner Equipment Lenders; (vi) Brown Corporation; (vii) Holliwood LLC; (viii) the Ad Hoc Noteholder Group; (ix) the Consenting Creditors; (x) the Exit Lenders; (xi) the Notes Agent, solely in its capacity as such; and (xii) with respect to each of the foregoing Persons in clauses (i) through (xi), all Related Parties. Notwithstanding the foregoing, any Person that opts out of the releases set forth in section 10.6(b) of the Plan shall not be deemed a Released Party thereunder.

"Releasing Parties" means collectively, and in each case solely in their capacity as such, (i) the Debtors; (ii) the Reorganized Debtors; (iii) with respect to each of the foregoing Persons in clauses (i) through (ii), all Related Parties; (iv) the Released Parties; (v) the Holders of all Claims or Interests that vote to accept the Plan; (vi) the Holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan and do not opt out of granting the releases set forth herein; (vii) the Holders of all Claims or Interests that vote, or are deemed, to reject the Plan or that are presumed to accept the Plan but do not opt out of granting the releases set forth herein; and (viii) the Holders of all Claims and Interests and all Other Beneficial Owners that were given notice of the opportunity to opt out of granting the releases set forth herein but did not opt out.

YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

### Notice of Assumption and Rejection of Executory Contracts and **Unexpired Leases of Debtors and Related Procedures**

1. Please take notice that, in accordance with Article VIII of the Plan and sections 365 and 1123 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 8.5 of the Plan, all Executory Contracts that otherwise indicates that such entity asserts, has, or intends to Documents, the New Secured Notes Documents, the Contingent and Unexpired Leases to which any of the Debtors are parties shall preserve any right of setoff pursuant to applicable law or otherwise Payment Obligations Documents, the New Miner Equipment Lender be deemed assumed, unless such contract or lease (i) was previously

the Debtors or an Executory Contract that has been assumed by the Agreement, the Rights Offering, the Backstop Commitment Letter, Bankruptcy Court, (ii) previously expired or terminated pursuant to its Debtors as of the Effective Date; and (v) commencing or continuing the Initial DIP Loan Documents, the DIP Facility, the Terminated own terms or by agreement of the parties thereto, (iii) is the subject of a in any manner any action or other proceeding of any kind on account RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and motion to reject Filed by the Debtors on or before the Confirmation Date, of or in connection with or with respect to any such Claims or consummation of the Plan, the administration and implementation of or (iv) is specifically designated as a contract or lease to be rejected on Interests released, settled, and/or treated, entitled to a distribution, the Plan or Confirmation Order, including the issuance or distribution | the Schedule of Rejected Contracts. Subject to (i) satisfaction of the or cancelled pursuant to the Plan or otherwise Disallowed; provided of securities pursuant to the Plan (including, but not limited to, the | conditions set forth in section 8.1(a) of the Plan, (ii) resolution of any that such persons who have held, hold, or may hold Claims against, or Interests in, a Debtor, a Reorganized Debtor, or an Estate shall not be precluded from exercising their rights and remedies, or obtaining the benefits, solely pursuant to and consistent with the terms of the Plan. Date. Notwithstanding anything to the contrary in the foregoing, by the Bankruptcy Court shall constitute approval of the assumptions or Subject in all respects to Section 11.1, no entity or person may the releases set forth in Section 10.6(b) of the Plan (i) shall only be rejections provided for in the Plan pursuant to sections 365(a) and 1123 commence or pursue a Claim or Cause of Action of any kind against applicable to the maximum extent permitted by law; and (ii) shall of the Bankruptcy Code. Each Executory Contract and Unexpired Lease any Released Party or Exculpated Party that arose or arises from, in not be construed as (a) releasing any Released Party from Claims assumed or assumed and assigned pursuant to the Plan shall vest in and be fully enforceable by the applicable Reorganized Debtor or assignee management, transactions, ownership, or operation of the Debtors, determined by a Final Order to have constituted actual fraud in accordance with its terms, except as modified by any provision of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption or assumption and assignment, or applicable law.
2. The Plan provides that to the maximum extent permitted by law, to

the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict General Contracts, any and all agreements relating to M&M Liens, and | Effective Date obligations of any party or Entity under the Plan, | or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease (including any "change of control" provision), then such provision shall be deemed modified such that the ransactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto.

3. Section 8.2 of the Plan stipulates that the Debtors shall file, as part with the Plan and, where applicable, setting forth the proposed Cure Lease that the Debtors or Reorganized Debtors, as applicable, intend to Cure amount for such Executory Contract or Unexpired Lease shall be Amount), such dispute shall be heard by the Bankruptcy Court prior to such

4. Section 8.2 of the Plan further provides that-any counterparty to an Executory Contract or Unexpired Lease that does not timely object increase, accelerate, or otherwise alter any obligations or liabilities of any Debtor or any Reorganized Debtor, as applicable, under such Executory

from (i) the date of entry of an order of the Bankruptcy Court approving Contract or Unexpired Lease, and (iii) the Effective Date. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time shall be Disallowed pursuant (a)Except as otherwise specifically provided in the Plan, including to the Confirmation Order or such other order of the Bankruptcy the rejection of the Executory Contract or Unexpired Lease shall be After the Effective Date and following (i) the distributions deemed fully satisfied, released, and discharged, notwithstanding

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN

6. Plan Supplement. The Debtors will file and serve any supplement to

## Notice of Procedures with Respect to Reinstated Claims

1. Please take notice that, in accordance with Article IV of the Plan and section 1124 of the Bankruptcy Code, as of and subject to the occurrence subject to section 7.11 of the Plan, all Other Secured Claims in Class 4 shall be Reinstated. Subject to (i) satisfaction of the conditions set forth with section 7.11 of the Plan with respect to the Cure Amounts subject to such disputes, and (iii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall authorize Reinstatement of the Other Secured Claims in Class 4 pursuant to section 1124 of the

2. Section 7.11 of the Plan stipulates least ten (10) days before the deadline to object to Confirmation of the Plan, the Debtors shall serve a notice on Holders of Other Secured Claims in Class 4 setting forth the proposed Cure Amount (if any) necessary to Reinstate such Claims. Any objection by a Holder of an Other Secured Claim in Class 4 to the proposed Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the notice of proposed Cure Amount, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. Any Holder of an Other Secured Claim in Class 4 that does not timely object to the notice of the proposed Cure Amount shall be deemed to have assented to the Reinstatement of its Claim and grounds that sections 1124(2)(A), (C), or (D) of the Bankruptcy Code have not been satisfied.

3. Section 7.11 of the Plan further provides that to the extent there is a dispute relating to the Cure Amount, the Debtors may Reinstate the applicable Other Secured Claim prior to the resolution of the Cure Amount dispute; provided that the Debtors or the Reorganized Debtors, reasonably asserted as the required Cure Amount by the Holder of the applicable Other Secured Claim (or such smaller amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such Holder and the applicable Reorganized Debtor). Subject to resolution of any dispute regarding any Cure Amount, all Cure Amounts shall be satisfied on the Effective Date, or otherwise as soon as practicable thereafter, by the Debtors or Reorganized Debtors, as the case may be.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

**QUESTIONS:** If you have questions about this Combined Hearing Notice, please contact Stretto through (i) e-mail at CoreScientificInquiries@ stretto.com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765 7875 (outside of the U.S.), or (iv) visiting https://cases.stretto.com/

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Core Scientific Mining LLC (6971); Core Scientific, Inc. (3837); Core Scientific Acquired Mining LLC (6074); Core Scientific Operating Company (5526); Radar Relay, Inc. (0496); Core Scientific Specialty Mining (Oklahoma) LLC (4327); American Property Acquisition, LLC (0825); Starboard Capital LLC (6677); RADAR LLC (5106); American Property Acquisitions I, LLC (9717); and American Property Acquisitions VII LLC (3198). The Debtors' corporate headquarters is 210 Barton Springs Road, Suite 300, Austin, Texas 78704. The Debtors' service address is 2407 S. Congress Ave. Suite E-101. Austin Texas 78704.

All capitalized terms used but not defined herein have the meanings ascribed to them in the Plan, attached as Exhibit A to the Disclosure Case 22-90341 Document 1509 Filed in TXSB on 12/05/23 Page 30 of 35

## **Exhibit I**

The Lake News Affidavit of Publication

Case 22-90341 Document 1509 Filed in TXSB on 12/05/23 Page 31 of 35



Date: <u>Moumber 30, 2</u>023

The legal notice or ad titled Core Scientific, elnc Chapter ! Was published in the November 22, 2023

issue of The Lake News.

Sincerely,

Loyd W. Ford Editor and Publisher The Lake News

State of Lentucky County of Marshall

Sworn before me on the day of 11-30-2023.

My commission expires 02-20-26.

Notary Public, ID No. State at Large, Kentucky My Commission Expires on 2-20 -23 IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION

CORE SCIENTIFIC, INC., et al., Debtors1

§ Chapter 11 § Case No. 22-90341 (CML) § (Jointly Administered)

NOTICE OF (I) CONDITIONAL APPROVAL OF DISCLOSURE STATEMENT, (II) APPROVAL OF (A) SOLICITATION AND VOTING PROCEDURES AND (B) NOTICE PROCEDURES FOR THE ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (III) COMBINED HEARING TO CONSIDER FINAL APPROVAL OF

DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN; AND (IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR FINAL APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN

TO ALL PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF: Debtor, Case Number: Core Scientific Mining LLC, 22-90340 Core Scientific, Inc., 22-90341; Core Scientific Acquired Mining LLC, 22-90342; Core Scientific Operating Company, 22-90343; Radar Relay, Inc., 22-90344; Core Scientific Specialty Mining (Oklahoma) LLC, 22-90345; American Property Acquisition, LLC, 22-90346; Starboard Capital LLC, 22-90347; RADAR LLC, 22-90348; American Property Acquisitions I, LLC, 22-90349; American Property Acquisitions VII, LLC, 22-90350

### PLEASE TAKE NOTICE OF THE FOLLOWING:

1. Conditional Approval of Disclosure Statement. On November 14, 2023 the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") held a hearing (the "Conditional Disclosure Statement Hearing") at which it conditionally approved the Disclosure Statement for Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1439) (including any exhibits and schedules thereto Statement") of Core Scientific, Inc. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "Debtors"), and thereafter entered an order (the "Disclosure Statement Order") with respect thereto. The Disclosure Statement Order, among other Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1438) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the "Plan").2

2. Combined Hearing. A hearing to consider confirmation of the Plan and final approval of the Disclosure Statement (the "Combined Hearing") has been scheduled for December 22, 2023 at 10:00 a.m. (Prevailing Central Time), before the Honorable Christopher M. Lopez, United States Bankruptcy Judge, in the Bankruptcy Court. Bankruptcy Court announcement providing for such adjournment or continuation on its agenda. The Plan may be modified, if necessary prior to, during, or as a result of the Combined Hearing.

3. **Voting Record Date**. Holders of Claims or Interests in Class 1 (April Convertible Notes Secured Claims), Class 2 (August Convertible Notes Secured Claims), Class 3 (Miner Equipment Lender Secured Claims), Class 5 (M&M Lien Secured Claims), Class 6 (Secured Mortgage Claims), Class 8 (General Unsecured Claims), Class 11 (Section 510(b) Claims), and Class 12 (Existing Common Interests), who are otherwise eligible to vote shall be entitled to vote to accept or reject the Plan as of November 9, 2023 (the "Voting Record Date").

 Voting Deadline. If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan, you must: (i) follow the instructions carefully; (ii) complete all of the required information on the Ballot; and (iii) execute and return your completed Ballot according to and as set forth in detail in the voting instructions on your Ballot so that it is actually received by the Debtors' solicitation and voting agent, Stretto, Inc. ("Stretto" or the "Voting Agent") on or before December 13 2023 at 5:00 p.m. (Prevailing Central Time) (the "Voting Deadline"). ANY FAILURE TO FOLLOW THE VOTING INSTRUCTIONS INCLUDED WITH YOUR BALLOT MAY DISQUALIFY YOUR BALLOT AND YOUR VOTE.

5. Parties in Interest Not Entitled to Vote. Holders of Claims or Interests in Class 4 (Other Secured Claims), Class 7 (Priority Non-Tax Claims), Class 10 (Intercompany Claims), and Class 11 (Intercompany Interests) are not entitled to vote on the Plan and will not receive a Ballot. If any creditor seeks to challenge the Allowed amount of its Claim for voting purposes, such creditor must file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for voting purposes in a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be filed with the Court not later than 5:00 p.m. (Prevailing Central Action asserted or assertable in the Securities Class Action), **Time) on December 8, 2023.** Upon the filing of any such Rule 3018(a) Motion, such creditor's Ballot shall be counted in accordance with the guidelines provided in the Solicitation and Voting Procedures attached as **Exhibit 2** to the Disclosure Statement Order, unless temporarily Allowed in a different amount by an order of the Court entered prior to or concurrent with entry of an order confirming the Plan.

confirmation of the Plan or final approval of the Disclosure Statement is December 15, 2023 at 5:00 p.m. (Prevailing Central Time) (the "Objection Deadline").

Form and Manne Bankruptcy Rules and the Bankruptcy Local Rules, and any order of the Court; (iii) set forth the name of the objecting party and the nature the New Secured Notes Documents, the Contingent Payment and amount of Claims or Interests held or asserted by the objecting party against the Debtors' estates or property; (iv) provide the basis for the objection and the specific grounds therefor, and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed with the Bankruptcy Court (with proof of service) via ECF or by mailing to the Bankruptcy Court at United States Bankruptcy Court Clerk's Office. United States Courthouse, 515 Rusk Avenue. Courtroom 401, 4th Floor, Houston, Texas 77002, so as to be actually received no later than the Objection Deadline.

8. IF AN OBJECTION TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THEN THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND MAY NOT BE HEARD AT THE HEARING

9. Additional Information. Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement, the Plan, or other solicitation materials should contact Stretto through (i) e-mail at CoreScientificInquiries@stretto. com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, or (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.). Interested parties may also review the Disclosure Statement and the Plan free of charge at https://dm.epiq11. com/sertasimmons. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: https://www.txs.uscourts. gov/page/bankruptcycourt. Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER password can be obtained at: https://pacer.uscourts.gov/.

## NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND **INJUNCTION PROVISIONS IN PLAN**

If you (i) vote to accept the Plan, (ii) are solicited to vote to accept or reject the Plan, but do not vote to either accept or reject the Plan, and do not opt out of granting the releases set forth in the Plan, (iii) are provided below:

delivered pursuant to the Plan or the Confirmation Order, all proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, connection with or with respect to any such Claims or Interests; (iii) creating, perfecting, or enforcing any Lien or encumbrance of such Entities on account of or in connection with or with respect to any such Claims or Interests; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such any such Claims or Interests unless (x) such Entity has timely another document Filed with the Bankruptcy Court explicitly preserving such setoff or that otherwise indicates that such entity asserts, has, or intends to preserve any right of setoff pursuant | Plan, the Plan Supplement, the Disclosure Statement, the Plan

such persons who have held, hold, or may hold Claims against, or Interests in, a Debtor, a Reorganized Debtor, or an Estate shall obtaining the benefits, solely pursuant to and consistent with the terms of the Plan.

Subject in all respects to Section 11.1, no entity or person may commence or pursue a Claim or Cause of Action of any kind against any Released Party or Exculpated Party that arose or operation of the Debtors, the purchase, sale or rescission of General Contracts, any and all agreements relating to M&M other documents, the formulation, preparation, dissemination, the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order Plan Settlements, the New Secured Convertible Notes Documents, confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan or omission, transaction, event, or other occurrence taking place a hearing, that such Claim or Cause of Action represents a claim of The Combined Hearing may be adjourned or continued from time to time by the Bankruptcy Court or the Debtors, with the consent of the Party or Exculpated Party and (ii) specifically authorizing such such Released Party or Exculpated Party. The Bankruptcy Court a Claim or Cause of Action is colorable and, only to the extent legally permissible and as provided for in Section 11.1, shall have jurisdiction to adjudicate the underlying colorable Claim or Cause

of Action. SECTION 10.6(a) RELEASES BY THE DEBTORS. Notwithstanding anything contained in the Plan to the contrary, as of the Effective for good and valuable consideration, the adequacy of which Date, the Released Parties are deemed conclusively, absolutely, unconditionally and irrevocably, released and discharged by whether known or unknown, foreseen or unforeseen, existing or the Reorganized Debtors, the Estates, or their Affiliates would individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any Debtors, the governance, management, transactions, ownership, the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring 6. Objections to Confirmation. The deadline to object or respond to Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Obligations Documents, the New Miner Equipment Lender Debt | applicable Holders on account of their Allowed Claims and Interests. Documents, the Exit Facility Documents, the New Warrants Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement. act or omission, transaction, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth in Section extent permitted by law; (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these Debtor releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, (b) releasing any Released Party from Claims or Causes of Action held by the Debtors arising from an act or omission that is determined by a Final Order or by a federal

securities laws or (c) releasing any post-Effective Date obligations Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan. INTERESTS. Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, vote, or are deemed, to reject the Plan or are presumed to accept except as otherwise provided in the Plan or in the Confirmation | fund advisors, investment bankers, consultants, representatives, and the Plan but do not opt out of granting the releases set forth in Order, to the fullest extent permissible under applicable law, as the Plan, or (iv) were given notice of the opportunity to opt out of such law may be extended or integrated after the Effective Date, granting the releases contained in the Plan but do not opt out, you each Releasing Party, shall be deemed to have conclusively, shall be deemed to have consented to the releases contained in absolutely, unconditionally, irrevocably, and forever, released, Section 10.6(b) of the Plan. The releases as presented in the Plan and discharged the Debtors, the Reorganized Debtors, and the Released Parties from any and all Claims, obligations, rights, SECTION 10.5 INJUNCTION. Except as otherwise expressly suits, damages, Causes of Action, remedies, and liabilities provided in the Plan or for distributions required to be paid or whatsoever, including any derivative Claims or Causes of Action asserted or that may be asserted on behalf of the Debtors or Entities that have held, hold, or may hold Claims or Interests their Estates, that such Entity would have been legally entitled to that have been released pursuant to Section 10.6(a) or Section assert in their own right (whether individually or collectively) or 10.6(b), shall be discharged pursuant to Section 10.3 of the on behalf of the Holder of any Claim or Interest, whether known Plan, or are subject to exculpation pursuant to Section 10.7, or unknown, foreseen or unforeseen, existing or hereinafter and all Subcontractors and all other parties in interest are arising, in law, equity, or otherwise, based on or relating to, or in permanently enjoined, from and after the Effective Date, from any manner arising from, in whole or in part, any act or omission, taking any of the following actions against, as applicable, the transaction, agreement, event, or other occurrence taking place Debtors, the Reorganized Debtors, the Released Parties, and/or on or before the Effective Date, including any Claims or Causes the Exculpated Parties (to the extent of the exculpation provided of Action based on or relating to, or in any manner arising pursuant to Section 10.7 with respect to the Exculpated Parties): from, in whole or in part, the Chapter 11 Cases, the Debtors, (i) commencing or continuing in any manner any action or other the governance, management, transactions, ownership, or includes, for the avoidance of doubt, all claims and Causes of award, decree, or order against such Entities on account of or in Action asserted or assertable in the Securities Class Action), or Interests that vote, or are deemed, to reject the Plan or that are the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the of any kind against such Entities or the property or the estates | General Contracts, any and all agreements relating to M&M Liens, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement Entities on account of or in connection with or with respect to or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or asserted such setoff right either in a Filed Proof of Claim, or in other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such

legal opinion) created or entered into in connection with the

to applicable law or otherwise or (y) such right to setoff arises | Settlements, the New Secured Convertible Notes Documents,

under a postpetition agreement with the Debtors or an Executory | the New Secured Notes Documents, the Contingent Payment

Contract that has been assumed by the Debtors as of the Effective | Obligations Documents, the New Miner Equipment Lender Debt

Date; and (v) commencing or continuing in any manner any action | Documents, the Exit Facility Documents, the New Warrants | are parties shall be deemed assumed, unless such contract or lease (i) or other proceeding of any kind on account of or in connection | Agreement, the Rights Offering, the Backstop Commitment | was previously assumed or rejected by the Debtors, pursuant to Final with or with respect to any such Claims or Interests released, Letter, the Initial DIP Loan Documents, the DIP Facility, the settled, and/or treated, entitled to a distribution, or cancelled Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of pursuant to its own terms or by agreement of the parties thereto, (iii) pursuant to the Plan or otherwise Disallowed; provided that confirmation and consummation of the Plan, the administration is the subject of a motion to reject Filed by the Debtors on or before and implementation of the Plan or Confirmation Order, including the Confirmation Date, or (iv) is specifically designated as a contract the issuance or distribution of securities pursuant to the Plan or lease to be rejected on the Schedule of Rejected Contracts. Subject not be precluded from exercising their rights and remedies, or (including, but not limited to, the New Common Interests), or the to (i) satisfaction of the conditions set forth in section 8.1(a) of the Plan, distribution of property under the Plan, or any other agreement, (ii) resolution of any disputes in accordance with section 8.2 of the Plan act or omission, transaction, event, or other occurrence taking with respect to the Executory Contracts or Unexpired Leases subject place on or before the Effective Date. Notwithstanding anything to such disputes, and (iii) the occurrence of the Effective Date, entry to the contrary in the foregoing, the releases set forth in Section of the Confirmation Order by the Bankruptcy Court shall constitute 10.6(b) of the Plan (i) shall only be applicable to the maximum approval of the assumptions or rejections provided for in the Plan or arises from, in whole or in part, the Chapter 11 Cases, the extent permitted by law; and (ii) shall not be construed as pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each Debtors, the governance, management, transactions, ownership, (a) releasing any Released Party from Claims or Causes of Action | Executory Contract and Unexpired Lease assumed or assumed and arising from an act or omission that is judicially determined assigned pursuant to the Plan shall vest in and be fully enforceable by any security of the Debtors or the Reorganized Debtors (which by a Final Order to have constituted actual fraud (provided that the applicable Reorganized Debtor or assignee in accordance with its includes, for the avoidance of doubt, all claims and Causes of actual fraud shall not exempt from the scope of these third-party terms, except as modified by any provision of the Plan, any order of Action asserted or assertable in the Securities Class Action), releases any Claims or Causes of Action arising under sections the Bankruptcy Court authorizing and providing for its assumption or the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the fraudulent or otherwise avoidable transfers or conveyances), 2. The Plan provides that to the maximum extent permitted by law, willful misconduct, or gross negligence, or (b) releasing any post-Liens, and any and all related agreements, instruments, and/or Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, solicitation, negotiation, entry into, or filing of the Plan (including | or agreement (including those set forth in the Plan Supplement) | by, the assumption of such Executory Contract or Unexpired Lease executed to implement the Plan.

provided in the Plan, no Exculpated Party shall have or incur by the Plan shall not entitle the non-Debtor party thereto to terminate liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any claim related to any default-related rights with respect thereto. act or omission in connection with, relating to, or arising out, in in lieu of such legal opinion) created or entered into in connection | whole or in part, from the Petition Date through the Effective | part of the Plan Supplement, the Schedule of Rejected Contracts and with the Plan, the Plan Supplement, the Disclosure Statement, the Date, of the Chapter 11 Cases, the Debtors, the governance, the Schedule of Assumed Contracts. The Plan further provides that management, transactions, ownership, or operation of the prior to the Combined Hearing, the Debtors shall serve a notice on and as may be modified, amended, or supplemented, the "Disclosure | the New Secured Notes Documents, the Contingent Payment | Debtors, the purchase, sale or rescission of any security of | parties to Executory Contracts or Unexpired Leases to be assumed, Obligations Documents, the New Miner Equipment Lender Debt | the Debtors or the Reorganized Debtors, the DIP Facility, the | assumed and assigned, or rejected reflecting the Debtors' intention Documents, the Exit Facility Documents, the New Warrants Agreements, the Miner Equipment Lender to potentially assume, assume and assign, or reject the contract or Agreement, the Rights Offering, the Backstop Commitment Agreements, the Mortgage Agreements, the General Contracts, lease in connection with the Plan and, where applicable, setting forth Letter, the Initial DIP Loan Documents, the DIP Facility, the any and all agreements relating to M&M Liens, and related the proposed Cure Amount (if any). If a counterparty to any Executory things, authorizes the Debtors to solicit votes to accept the Third | Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of agreements, instruments, or other documents, the formulation, | Contract or Unexpired Lease that the Debtors or Reorganized Debtors, preparation, dissemination, solicitation, negotiation, entry as applicable, intend to assume or assume and assign is not listed into, or filing of the Plan (including the Plan Supplement), on such a notice, the proposed Cure amount for such Executory the Disclosure Statement, or any Restructuring Transaction, Contract or Unexpired Lease shall be deemed to be Zero Dollars (\$0). (including, but not limited to, the New Common Interests), or the contract, instrument, release, or other agreement or document Any objection by a counterparty to an Executory Contract or distribution of property under the Plan, or any other agreement, act | (including any legal opinion requested by any Entity regarding | Unexpired Lease to the proposed assumption, assumption and any transaction, contract, instrument, document, or other assignment, or related Cure Amount must be Filed, served, and on or before the Effective Date related or relating to the foregoing without the Bankruptcy Court (i) first determining, after notice and without the Bankruptcy Court (i) first determining, after notice and Released Party on the Plan or Confirmation Order in lieu of such service of the assumption notice, or such shorter period as agreed legal opinion) created or entered into in connection with the to by the parties or authorized by the Bankruptcy Court. If there Plan, the Plan Supplement, the Disclosure Statement, the Plan is an Assumption Dispute pertaining to assumption of an Executory Settlements, the New Secured Convertible Notes Documents, Contract or Unexpired Lease (other than a dispute pertaining to a Requisite Consenting Creditors, without further notice other than by a Entity or Person to bring such Claim or Cause of Action against any the New Secured Notes Documents, the Contingent Payment Cure Amount), such dispute shall be heard by the Bankruptcy Court Obligations Documents, the New Miner Equipment Lender Debt | prior to such assumption being effective; provided that the Debtors or shall have sole and exclusive jurisdiction to determine whether Documents, the Exit Facility Documents, the New Warrants the Reorganized Debtors, as applicable, may, with the consent of the Agreement, the Rights Offering, the Backstop Commitment Requisite Consenting Creditors, settle any dispute regarding the Cure Letter, the Initial DIP Loan Documents, the DIP Facility, the Amount or the nature thereof without any further notice to any party or Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of any action, order, or approval of the Bankruptcy Court. confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including an Executory Contract or Unexpired Lease that does not timely object the issuance or distribution of securities pursuant to the Plan to the notice of the proposed assumption of such Executory Contract Date, pursuant to section 1123(b) of the Bankruptcy Code, (including, but not limited to, the New Common Interests), or or Unexpired Lease shall be deemed to have assented to assumption of the distribution of property under the Plan, or any other related the applicable Executory Contract or Unexpired Lease notwithstanding is hereby confirmed, including the obligations of the Debtors agreement, except for Claims or Causes of Action arising from any provision thereof that purports to (i) prohibit, restrict, or condition under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, except as otherwise provided to have constituted actual fraud, willful misconduct, or gross or modify, or permit the termination or modification of, a contract or in the Plan or in the Confirmation Order, on and after the Effective | negligence, but in all respects, such Exculpated Parties shall | lease as a result of any direct or indirect transfer or assignment of the be entitled to reasonably rely upon the advice of counsel with rights of any Debtor under such contract or lease or a change, if any, in respect to their duties and responsibilities. The Exculpated the ownership or control to the extent contemplated by the Plan; (iii) the Debtors, the Reorganized Debtors, and the Estates from Parties have, and upon completion of the Plan, shall be deemed increase, accelerate, or otherwise alter any obligations or liabilities any and all Claims, obligations, rights, suits, damages, Causes to have, participated in good faith and in compliance with all of any Debtor or any Reorganized Debtor, as applicable, under such of Action, remedies, and liabilities whatsoever, including any applicable laws with regard to the solicitation and distribution Executory Contract or Unexpired Lease; or (iv) create or impose a Lien derivative claims, asserted or assertable on behalf of the Debtors, of, consideration pursuant to the Plan and, therefore, are not, upon any property or Asset of any Debtor or any Reorganized Debtor, and on account of such distributions shall not be, liable at any as applicable. Each such provision shall be deemed to not apply to the hereinafter arising, in law, equity, or otherwise, that the Debtors, time for the violation of any applicable law, rule, or regulation assumption of such Executory Contract or Unexpired Lease pursuant governing the solicitation of acceptances or rejections of to the Plan and counterparties to assumed Executory Contracts or have been legally entitled to assert in their own right (whether the Plan or such distributions made pursuant to the Plan. Unexpired Leases that fail to object to the proposed assumption in Notwithstanding anything to the contrary in the foregoing, the accordance with the terms set forth in Section 8.2(a) of the Plan, exculpations set forth in Section 10.7 of the Plan (i) shall only shall forever be barred and enjoined from objecting to the proposed manner arising from, in whole or in part, the Chapter 11 Cases, the be applicable to the maximum extent permitted by law; and (ii) assumption or to the validity of such assumption (including with shall not be construed as (a) exculpating any Exculpated Party respect to any Cure Amounts or the provision of adequate assurance or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which that is judicially determined by a Final Order to have constituted the Bankruptcy Code on account of transactions contemplated by the includes, for the avoidance of doubt, all claims and Causes of actual fraud (provided that actual fraud shall not exempt from Plan. the scope of these exculpations any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state by an order of the Bankruptcy Court, Proofs of Claim with respect to laws governing fraudulent or otherwise avoidable transfers or Claims arising from the rejection of Executory Contracts or Unexpired conveyances), willful misconduct, or gross negligence, or (b) Leases, if any, must be Filed with the Bankruptcy Court by the later of Liens, the formulation, preparation, dissemination, solicitation, exculpating any post-Effective Date obligations of any party thirty (30) days from (i) the date of entry of an order of the Bankruptcy or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

SECTION 5.17 CANCELLATION OF LIENS. sections 4.4 and 4.6 of the Plan, all notes, instruments, certificates order of the Bankruptcy Court, as applicable, forever barred from and responses, if any, to confirmation of the Plan or final approval of legal opinion) created or entered into in connection with the cancelled and obligations of the Debtors, the Estates, the Reorganized Debtors, or property of cancelled and obligations of the Debtors, the Estates, the Reorganized Debtors, or property of cancelled and obligations of the Debtors, the Estates, the Reorganized Debtors, or property of cancelled and obligations of the Debtors, the Estates, the Reorganized Debtors, or property of cancelled and obligations of the Debtors, the Estates, the Reorganized Debtors, or property of cancelled and obligations of the Debtors, the Estates, the Reorganized Debtors, or property of cancel cance Settlements, the New Secured Convertible Notes Documents, the applicable agents and trustees to receive distributions from the Debtors or the Reorganized Debtors, as applicable, or further Debtors under the Plan and to make any further distributions to the notice to, or action, order, or approval of the Bankruptcy Court

(b) After the Effective Date and following (i) the distributions to Agreement, the Rights Offering, the Backstop Commitment | Holders on account of Allowed Convertible Notes Secured Claims Letter, the Initial DIP Loan Documents, the DIP Facility, the and Allowed Miner Equipment Lender Secured Claims and/or (ii) with regard to Allowed M&M Lien Secured Claims, satisfaction of the applicable M&M Lien Takeback Debt, the Debtors or the Reorganized Debtors, at their expense, may, in their sole discretion, take any action necessary to terminate, cancel, extinguish, and/or evidence the release of any and all mortgages, deeds of trust, Liens, pledges, and other security interests with respect to the Convertible Notes Secured Claims, Miner Equipment Lender Secured Claims, and M&M Lien Secured Claims, including, without limitation, the preparation and filing of any and all documents necessary to terminate, satisfy, 10.6(a) of the Plan (i) shall only be applicable to the maximum or release any mortgages, deeds of trust, Liens, pledges, and other security interests held by the Holders of the M&M Lien Secured Claims, Miner Equipment Lender Secured Claims, the Notes Agent, and/or Convertible Noteholders, including, without limitation, UCC-3 termination statements

## **Provisions** "Exculpated Parties" means each of the following in their capacity

as such and, in each case, to the maximum extent permitted by law: (i) the Debtors; and (ii) Equity Committee and its members, each solely in

"Related Parties" means with respect to a Person, that Person's government agency to have constituted a violation of any federal current and former Affiliates, and such Person's and its current and Any objection by a Holder of an Other Secured Claim in Class 4 to the former Affiliates' current and former directors, managers, officers, of any party or Entity under the Plan, the Confirmation Order, any equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, and assigns, subsidiaries and each of their respective current and former equity holders. SECTION 10.6(b) RELEASES BY HOLDERS OF CLAIMS AND officers, directors, managers, principals, members, employees, agents, fiduciaries, trustees, advisory board members, financial advisors, partners, limited partners, general partners, attorneys, accountants, managed accounts or funds, management companies other professionals, and such Person's respective heirs, executors estates, and nominees, each in their capacity as such, and any and all other Persons or Entities that may purport to assert any Cause of Action derivatively, by or through the foregoing entities

"Released Parties" means, collectively: (i) the Debtors; (ii) the Reorganized Debtors; (iii) the Equity Committee and its members that are party to the RSA, solely in their capacities as such; (iv) the Holder of the applicable Other Secured Claim (or such smaller amount Backstop Parties; (v) the Settling Miner Equipment Lenders; (vi) Brown Corporation; (vii) Holliwood LLC; (viii) the Ad Hoc Noteholder Group; (ix) the Consenting Creditors; (x) the Exit Lenders; (xi) the Notes Agent, solely in its capacity as such; and (xii) with respect to each of the foregoing Persons in clauses (i) through (xi), all Related Parties. Notwithstanding the foregoing, any Person that opts out of the releases set forth in section 10.6(b) of the Plan shall not be deemed a Released Party thereunder.

"Releasing Parties" means collectively, and in each case solely in their capacity as such, (i) the Debtors; (ii) the Reorganized Debtors; (iii) with respect to each of the foregoing Persons in clauses (i) through (ii) all Related Parties; (iv) the Released Parties; (v) the Holders of all Claims or Interests that vote to accept the Plan; (vi) the Holders of all Claims operation of the Debtors, the purchase, sale or rescission of or Interests whose vote to accept or reject the Plan is solicited but that any security of the Debtors or the Reorganized Debtors (which do not vote either to accept or to reject the Plan and do not opt out of granting the releases set forth herein; (vii) the Holders of all Claims presumed to accept the Plan but do not opt out of granting the releases set forth herein; and (viii) the Holders of all Claims and Interests and all Other Beneficial Owners that were given notice of the opportunity to opt out of granting the releases set forth herein but did not opt out.

YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE,

**EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS** 

## MIGHT BE AFFECTED. Notice of Assumption and Rejection of Executory Contracts and

**Unexpired Leases of Debtors and Related Procedures** 1. Please take notice that, in accordance with Article VIII of the Plan and sections 365 and 1123 of the Bankruptcy Code, as of and

subject to the occurrence of the Effective Date and the payment of

any applicable Cure Amount, and subject to section 8.5 of the Plan, all

Executory Contracts and Unexpired Leases to which any of the Debtors

to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached (including any "change of control" provision), then such provision SECTION 10.7 EXCULPATION. Except as otherwise specifically shall be deemed modified such that the transactions contemplated such Executory Contract or Unexpired Lease or to exercise any other

3. Section 8.2 of the Plan stipulates that the Debtors shall file, as

4. Section 8.2 of the Plan further provides that-any counterparty to

5. Section 8.3 of the Plan provides that unless otherwise provided Court approving such rejection, (ii) the effective date of the rejection of such Executory Contract or Unexpired Lease, and (iii) the Effective Date. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time shall be (a) Except as otherwise specifically provided in the Plan, including Disallowed pursuant to the Confirmation Order or such other or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in

the Schedules, if any, or a Proof of Claim to the contrary.
UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT

BE CONSIDERED BY THE BANKRUPTCY COURT. 6. Plan Supplement. The Debtors will file and serve any supplement

### to the Plan on or before **December 8, 2023**. **Notice of Procedures with Respect to Reinstated Claims**

1. Please take notice that, in accordance with Article IV of the Plan and section 1124 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 7.11 of the Plan, all Other Secured Claims in Class 4 shall be Reinstated. Subject to (i) satisfaction of the conditions set forth in section 7.11 of the Plan, (ii) resolution of any disputes in accordance with section 7.11 of the Plan with respect to the Cure Amounts subject to such disputes, and (iii) the occurrence of the Relevant Definitions Related to Release and Exculpation | Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall authorize Reinstatement of the Other Secured Claims in Class 4 pursuant to section 1124 of the Bankruptcy Code.

2. Section 7.11 of the Plan stipulates least ten (10) days before the deadline to object to Confirmation of the Plan, the Debtors shall serve a notice on Holders of Other Secured Claims in Class 4 setting forth the proposed Cure Amount (if any) necessary to Reinstate such Claims. proposed Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the notice of proposed Cure Amount, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court, Any Holder of an Other Secured Claim in Class 4 that does not timely object to the notice of the proposed Cure Amount shall be deemed to have assented to the Reinstatement of its Claim and the proposed Cure Amount listed therein and shall be shall forever be barred and enjoined from objecting to the Reinstatement of its Claim on the grounds that sections 1124(2) (A), (C), or (D) of the Bankruptcy Code have not been satisfied. 3. Section 7.11 of the Plan further provides that to the extent there

is a dispute relating to the Cure Amount, the Debtors may Reinstate the applicable Other Secured Claim prior to the resolution of the Cure Amount dispute; provided that the Debtors or the Reorganized Debtors, as applicable, reserve Cash in an amount sufficient to pay the full amount reasonably asserted as the required Cure Amount by the as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such Holder and the applicable Reorganized Debtor). Subject to resolution of any dispute regarding any Cure Amount, all Cure Amounts shall be satisfied on the Effective Date, or otherwise as soon as practicable thereafter, by the Debtors or Reorganized Debtors, UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN

### ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT. QUESTIONS: If you have questions about this Combined

Hearing Notice, please contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, (iii) via telephone at (949) 404-4152 (U.S./ Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.), or (iv) visiting https://cases.stretto.com/CoreScientific.

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Core Scientific Mining LLC (6971); Core Scientific, Inc. (3837); Core Scientific Acquired Mining LLC (6074); Core Scientific Operating Company (5526); Radar Relay, Inc. (0496); Core Scientific Specialty Mining (Oklahoma) LLC (4327): American Property Acquisition LLC (0825); Starboard Capital LLC (6677); RADAR LLC (5106); American Property Acquisitions I, LLC (9717); and American Property Acquisitions VII LLC (3198). The Debtors' corporate headquarters is 210 Barton Springs Road, Suite 300, Austin, Texas 78704. The Debtors' service address is 2407 S. Congress Ave, Suite E-101, Austin, Texas 78704

All capitalized terms used but not defined herein have the meanings

ascribed to them in the Plan, attached as <u>Exhibit A</u> to the Disclosure

Statement.

Case 22-90341 Document 1509 Filed in TXSB on 12/05/23 Page 33 of 35

## **Exhibit J**

Wall Street Journal National Edition Affidavit of Publication

Wayns Sidor

### **AFFIDAVIT**

STATE OF NEW JERSEY	)
	) ss:
CITY OF MONMOUTH JUNCTION	I, in the COUNTY OF MIDDLESEX)

I, Wayne Sidor, being duly sworn, depose and say that I am the Advertising Clerk of the Publisher of THE WALL STREET JOURNAL, a daily national newspaper of general circulation throughout the United States, and that the notice attached to this Affidavit has been regularly published in THE WALL STREET JOURNAL for National

1 insertion(s) on the following date(s): 11/21/2023

ADVERTISER: CORE SCIENTIFIC, INC

and that the foregoing statements are true and correct to the best of my knowledge.

Sworn to re me this

before me this 21st day of November 2023

Notary Public

distribution for



## **BUSINESS & FINANCE**

# Investors Kick Invictus Off Flagship Fund

By Alexander Saeedy

A distressed-debt manager lost control of its flagship fund after top investors ousted it for business tactics they considered too aggressive, including conduct during a chapter 11 bankruptcy that resulted in court sanctions, people familiar with the matter said.

Austin, Texas-based Invictus Global Management has run a \$100 million distresseddebt fund that invests in struggling or bankrupt companies. It has been active in major chapter 11 and litigation finance cases including the bankruptcies of Aeromexico, Latam Airlines and discount retailer Tuesday Morning.

The fund's two largest investors, Corbin Capital Partners and Gatewood Capital Partners, voted to remove Invictus in September as it faced litigation tied to its actions on Wall Street, people

familiar with Corbin's and Gatewood's thinking said.

A Texas bankruptcy court imposed sanctions on Invictus in 2020 for spreading "false or misleading information" to creditors of Tuesday Morning, which it tried and failed to ac-

Last year, the investment bank Jefferies Financial Group sued Invictus, saving the fund manager had agreed to buy \$5 million of bankruptcy claims but then backed out as their market value fell.

Invictus said its investment in Tuesday Morning resulted in a return of more than 35% for the fund and that it was able to reach a settlement with the company that resolved the sanctions "without any monetary or other penalties." It said the Jefferies suit has no merit because "there was never a trade, nor has Jefferies provided any evidence of one."

Corbin and Gatewood told about \$16 million they say be-



Invictus was active in the 2020 bankruptcy of Latam Airlines.

The Wall Street Journal they pulled the plug on Invictus's managers because of the company's failing investment strategy and "operational conduct not befitting a fiduciary."

Corbin and Gatewood also have sued Invictus Global Management for retaining longs to the fund since the ouster. They filed a restraining order against Invictus this month, and a judge agreed to temporarily freeze one of Invictus's bank accounts until the dispute is resolved.

Invictus's former managers said they have been victims of fraud perpetuated by Corbin and Gatewood.

"When Invictus stood up to Gatewood for its failures, colluded with Corbin Capital Management to remove Invictus as fund manager despite its superlative returns," a spokesman for Invictus said.

A Gatewood representative said it "has successfully partnered with many emerging managers in launching their inaugural funds" and that Invictus's "utter disregard of its fiduciary obligations" compelled it to remove the manager.

A Corbin representative said it and Gatewood had exercised their contractual

Since it started operations in 2019, Invictus has bought and sold tens of millions of dollars in distressed-debt and bankruptcy claims, including in the large 2020 bankruptcies of Aeromexico and Latam Airlines. It was a significant

lender to Tuesday Morning, which it tried to buy out of bankruptcy this year, losing to a liquidating bid from Hilco Global.

Corbin's and Gatewood's concerns about Invictus's management style grew as it faced a growing number of lawsuits, the people familiar with the funds' thinking said.

Treo Asset Management now manages the assets, according to Corbin and Gatewood. However, some of the capital in Invictus's fund also came from the managers themselves and other minority fund investors, some of the people familiar said. Invictus's managers are strategizing how to recoup their share and move on, these people said.

Before the ouster, Invictus and Corbin fought for months over millions of dollars in fees Invictus says it is owed by Corbin. In court papers, Corbin has criticized Invictus's performance since 2019.

New Highs and Lows	Stock	52-Wk Sym Hi/Lo		52-Wk % Sym Hi/Lo Chg	Stock Sy	52-Wk % m Hi/Lo Chg	Stock S	52-Wk % ym Hi/Lo Chg	52-Wk Stock Sym Hi/Lo		52-Wk % Hi/Lo Chg Stock	52-Wk % Sym Hi/Lo Chg
The following explanations apply to the New York Stock Exchange, NYSE Arca, NYSE Armerican and Nasdaq Stock Market stocks that hit a new 52-week intraday high or low in the latest session.   CHG-Daily percentage change from the previous trading session.	DorianLPG DraftKings Eitlek enCoreEnergy EnsignGroup Esscalade F&GAnnuittes FTI Consulting Fairlsaac FederalSignal Ferrari Ferrari Ferrari FormFactor FrequencyElec G-IllApparel 3 Gap Garmin GeneralElec Gildan 3 Globant 3 Globant	Lyc   43.12	Chg         Stock           9.3         InterDigital           0.8         IBM           4.2         ItauUnibanc           1.6         JaksSpacific           5.1         JacksonFinif           0.6         JamesHard           1.1         JurneyMed           1.4         KKR           1.8         KratosDefer           1.4         Kyndryl           1.6         Lews           1.6         Lews           1.6         Lews           1.7         MagnumOp           1.8         MarketWiss           1.7         MarketWiss           1.8         MarketWiss           1.7         MarketWiss           1.8         MicronTech	Sym HI/Lo Chy   IDCC   99.23   2,	in NaturalGrocers NG NetEase MI NetEase NI NewOrientalEduc EDI NYTimes A NY NewMarket NE NexGenEnery NX NVIDIA NV OppFI OPPI Opri OPPI OPPI Paccar Pt Palantirech PLI PetroleoBrasilA PBI QuidkLogic QLI QuickLogic QLI QuickLogic RELX RENEWEnergy RN RoperTech RO ReNewEnergy RN ROPERTERS	Metal	Smith-Midland Sh Steelcase SS Stellantis ST Sunoco SI Synopsys ST TakeTwoSoftware TT ThomsonReuters TR Tiptree TII TotalEnergis Tradeweb TV Tradeweb TV Tradeweb TV UltraparPart UnhoVbsplay UlviVTechlnst Ur-Energy UlvaniumEner VTEX VIAronisSystems W Viad VVI	ym Hi/Lo Chg MID 27.21 1.3 S. 27.21 1.3 S. 27.21 1.3 S. 27.24 1.9 IN 55.28 2.5 WO 156.54 1.0 IN 19.56 1.1 WO 156.54 1.0 IN 19.56 1.1 E 68.99 1.8 WO 10.42 0.4 SER 55.36 0.6 SER 55.36 0.6 SER 1.1 IN 11.83 2.0 SER 1.1 IN 11.83 2.0 SER 1.7 IN 18.9 1.4 SER 1.7 SER 1.	Acarion	Stock Sym	HI/Lo Chg Stock  0.01.42.2 INSblo 0.43-12.2 INNOVATE 6.22-10.3 Infobird 19.84 -1.0 InMedPharm 0.01 5.3 InnovidWt 0.00-88.0 Inseego 0.11 -8.4 JeffsBrands 1.33 2.0 JerashHidgs 1.33 2.0 JerashHidgs 1.35 -1.3 Juzi 1.28 -9.8 KelsoTech 1.28 -9.8 KelsoTech 1.24 -4.6 M3-BrigadellW 0.24 -5.6 MariaDB 0.29 -11.2 micromobility.co 6.25 -7.1 MilestonePhan 2.31 -3.3 MountainCrest 1.34 -4.6 MySize 1.37 -1.37 MySize 1.38	Sym Hi/Lo Chg   INAB   0.85 -4.9     VATE   0.97 -2.9     IFBD   1.47 -18.3     INM   0.29 -10.4     INAB   0.92 -10.4     INAB   0.91 -2.7 -0.3     JZXN   0.56 -5.1     IKQ   0.12 -2.7     VI LIVEW   0.01 -48.7     VI LIVEW   0.01 -48.7     VI MEALWS   0.01 -1.0     MRDB   0.35 -4.1     MRDB   0.35 -4.1     MRDM   0.02 -1.1     MIST   0.03 -4.1     VI MCAFU   6.11 -15.4     MYCAFU   6.11 -15.4     MYCAFU   6.11 -15.4     MYCAFU   6.11 -15.4     MYCAFU   6.11 -15.4     XEVYN   0.05   0.0
AngeloakMtgREIT AOMR         10.52         3.0         BluegreenVac         BVH         73.98         -0.1         CyberArkSoftware CVBR         193.47         0.2           AnteroMidstream AM         13.15         -0.2         Brainsway         BVMAY         4.93         1.9         CymaBayTherap CBAY         18.81         1.           API Group         APG         28.0         0.3         Braze         BZE         51.48         2.1         DenisonMilnes         DMN         1.84         3.           Arcellx         ACLX         56.09         -4.7         Brink's         BCO         -8.35         0.8         DimenGlbxUS         DFG         5.104	Hilton ITT InFinTAcqnA InflectionPtIIA InnovativeIntI	HLT 169.41 ITT 109.63 IFIN 11.20 IPXX 10.28 IOACU 11.40	0.5 ModineMfg -0.1 Moog B	MOD 51.91 2.7 MOG.B 136.59 6.3 IT MORN 274.27 0.9 MSI 320.13 0.4 MYO 3.30 5.9	7 SDCLEDGEAcqnUn SED 2 SK Telecom SKI 5 SafetyShot SHO	A.U 11.10 2.5 VI 22.60 1.1 OT 4.73 34.9 V 77.25 1.6 VV 668.54 1.9	Yalla YA	CC 54.55 -0.9 DC 47.42 1.6 SM 182.00 1.7 PO 89.14 0.6 ALA 6.38 4.3	BristolMyers   BMY   48.42   CEA Inds   CEAD   0.46   CPS Tech   CPSH   2.21   CSLM Acqn Rt   CSLMR   0.01   CVD Equipment   CVV   4.85	-4.5 GeoVaxLabsWt GOVXW -3.8 GoldRoyaltyWt GROY.WS 0.2 GromSocialents GROM GulfResources HNR Acqn A HNRA -2.8 HealthwellAcqniWt HWELW 1.1 IM Cannabis IMCC	0.03 - 54.4 1.07 - 1.0 1.53 - 3.7 1.42 - 18.8 0.00 - 96.5 Nxu 0.00 - 96.5 OrlaMining	NVAX 5.56 -0.5 BURU.WS 0.01 -27.5 NXU 0.02 -7.5

## **ADVERTISEMENT**

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## **BANKRUPTCIES**

IN THE UNITED STATES BANKRUPTCY COUR FOR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION In re: \$ Chapter 11
CORE SCIENTIFIC, INC., et al., \$ Case No. 22-90341 (CML)
Debtors¹ \$ (Jointly Administered)

Debtors' 9 (Jointly Administered)
NOTICE OF (I) CONDITIONAL APPROVAL OF DISCLOSURE
STATEMENT, (II) APPROVAL OF (A) SOLICITATION AND
VOTING PROCEDURES AND (B) NOTICE PROCEDURES FOR
THE ASSUMPTION OR REJECTION OF EXECUTION CONTRACTS
AND UNEXPIRED LEASES; (III) COMBINED HEARING TO
CONSIDER FINAL APPROVAL OF DISCLOSURE STATEMENT
AND CONFIRMATION OF PLAN; AND (IV) ESTABLISHING
NOTICE AND OBJECTION PROCEDURES FOR FINAL APPROVAL
OF DISCLOSURE STATEMENT AND CONSIDERATION OF DISAL

Capital LLC, 22-90347; RADAR LLC, 22-90348; American Property Acquisitions I, LLC, 22-90349; American Property Acquisitions VII, LLC, 22-90349; American Property Acquisitions VII, LLC, 22-90350

22-90349, American Property Acquisitions VII, LIC, 22-90350
PLEASETARK DOTICE OF THE FOLLOWING:

1. Conditional Approval of Disclosure Statement. On November 14, 2023 the United States Bankruptcy Court of the Southern District of Teach (\*\*Bankruptcy Court\*) held a hearing (the "Conditional Disclosure Statement Hearing\*) at which it conditionally approved the Disclosure Statement Hearing\*) at which it conditionally approved the Disclosure Statement Fland Anneaded Joint Chapter 11 Plan of Gree Scientifs, Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1439) (Including any exhibits and Schedules thereto and as may be modified, amended, or supplemented, the "Disclosure Statement") of Core Scientific, Inc. and its affiliated debtors in the Abbase continued Authors II Lazer Goldensing the "Disclosure Statement") or Core Scientific, Inc. and its affiliated debtors in the Abbase continued Authors II Lazer Goldensing the "Disclosure Scientific Inc.). debtors in the above-captioned chapter 11 cases (collectively, the "**Debtors**" and thereafter entered an order (the "**Disclosure Statement Order**") wit respect thereto. The Disclosure Statement Order, among other things, authorize the Debtors to solicit votes to accept the *Third Amended Joint Chapter 11 Plan a Core Scientific, Inc. and Its Affiliated Debtors*, filed on November 16, 2023 (Docke No. 1438) (including any exhibits and schedules thereto and as may be modified

 Combined Hearing. A hearing to consider confirmation of the Plan and final approval of the Disclosure Statement (the "Combined Hearing") has been scheduled for December 22, 2023 at 10:00 a.m. (Prevailing Central Time), before the Honoalbe Christopher M. Lopez, United States Bankruptcy Judge, in the Bankruptcy Court. The Combined Hearing may be adjourned or continued from time to time by the Bankruptcy Court or the Debtors, with the consent of the Requisite Consenting Creditors, without further notice other than by a Bankruptcy Court announcement providing for such adjournment or continuation on its agenda. The Plan may be modified, if necessary, prior to, during, oras a result of the Combined Hearing.

3. Voting Record Date. Holders of Claims or Interests in Class 1 (April Convertible Notes Secured Claims), Class 5 (Melmer Equipment Lender Secured Claims), Class 5 (Memer Bulpment Lender Secured Claims), Class 6 (Excerted Mortgage Claims), Class 7 (Excerted Mortgage Claims), Class 7 (E been scheduled for December 22, 2023 at 10:00 a.m. (Prevailing Central

carefully, (ii) complete all of the required information on the Ballot; and (iii) execute and return your completed Ballot according to and as set forth in detail in the voting instructions on your Ballot so that it is actually received by the Debtor's colicitation and voting agent, Stretto, Inc. ("Stretto" or the "Voting Agent") on or before December 13 2023 at 5:00 p.m. (Prevailing Central Time) (the "Voting Deadline"). ANY FAILURE TO FOLLOW THE VOTING INSTRUCTIONS INCLIDED WITH YOUR BALLOT MAY DISQUALIFY YOUR PAILOTAND VALUE FOR 5. **Parties in Interest Not Entitled to Vote**. Holders of Claims or Interests

in Class 4 (Other Secured Claims), Class 7 (Priority Non-Tax Claims), Class 10 (Intercompany Claims), and Class 11 (Intercompany Interests) are not entitled to vote on the Plan and will not receive a Ballot. If any creditor seeks to chalto vote on the Plan and will not receive a Ballot. If any creditor seeks to challenge the Allowed amount of its Claim for voting purposes, such creditor must file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for voting purposes in a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be filed with the Court not later than 5:00 p.m. (Prevailing Central Time) on December 8, 2023. Upon the filing of any such Rule 3018(a) Motion, such creditor's Ballot shall be counted in accordance with the guidelines provided in the Solicitation and Voting Procedures attached as Embilit 2 to the Disclosure Statement Order, unless temporarily Allowed in a different amount by an order of the Court entered prior too croncurrent with entry of an order confirming the Plan.

6. \*\*Objections to Confirmation\*\*. The deadline to object or respond to confirmation of the Plan or final approval of the Bisclosure Statement is \*December 15\*\*, 2023 at 5:00 p.m. (Prevailing Central Time) (the "Objection Deadline").

7. Form and Manner of Objections to Confirmation. Objections and Statement, must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Bankruptcy Local Rules, and any order of the Court; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors' estates or property; (iv provide the basis for the objection and the specific grounds therefor, and, if prac ticable, a proposed modification to the Plan that would resolve such objection and (v) be filed with the Bankruptcy Court (with proof of service) via ECF or by mailing to the Bankruptcy Court at United States Bankruptcy Court Clerk's Office United States Courthouse, 515 Rusk Avenue, Courtroom 401,4th Floor, Houston, Treas 77002, so as to be actually received no later than the Objection Deadline.

8. IF AN OBJECTION TO COMFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DEADLINES STATEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HERBIN, THEN THE OBJECTIONE PARTY MAY BE BARRED FROM OBJECTING TO COMFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT OR THAT APPROVAL OF THE DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND MAY NOT BE HEARD AT THE MEADLINE.

HEARING.

9. Additional Information. Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement, the Plan, or other solicitation materials should contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, (\*\*O Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, or (iii) via telephone at (949) 404-4152 (U.S./Canada Oll-Free) or + (888) 765-7875 (outside of the U.S.). Interested parties may also review the Disclosure Statement and the Plan free of charge at https://dm.epiq11.com/sertasimmons. In addition, the Disclosure Statement and Plan area on [Given the Disclosure Statement and the Plan area on [Given the Disclosure Statement and the Plan area on [Given the Disclosure Statement and the Plan area on [Given the Disclosure Statement and the Plan area of [Given the Disc

the Fire bed don't opt out, you chall be deemed to have economically compared to the fire of the fire Laim, or in another accountent rised with the Bankrupty Court explicitly preserving such setoff or that otherwise indicates that such entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise or (y) such right to setoff arises under a postpetition agreement with the Debtors or an Executory Contract that has been assumed by the Debtors as of the Effective Date; and (y) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released, settled, and/or treated, entitled to a distribution, or cancelled pursuant to the Plan or otherwise Disallowed; provided that such persons who have held, hold, or may hold Claims against, or Interests in, a Debtor, a Reorganized Debtor, or an Estate shall not be precluded from exercising their rights and remedies, or obtaining the benefits, solely pursuant to and consistent with the terms of the Plan.

Subject in all respects to Section 11.1, no entity or person may commence or pursue a Claim or Cause of Action of any kind against any Released Party or Exculpated Party that arose or arises from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Cass Action), the DIP Facility, the

asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, and any and all related agreements, instruments, and/or other documents, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Relates Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes Documents, the New Secured Notes Documents, the New Secured Notes Documents, the Relation Space of Secured Convertible Notes Documents, the Relation Space of Secured Convertible Notes Documents, the New Marrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan Chapter 11 Cases, the pursuit of confirmation of the Plan or Orofirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing without the Bankrupty Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a claim of willful misconduct, fraud or gross negligence against a Released Party or Exculpated Party. The Bankrupty Court is hall have so lean exclusive jurisdiction to determine whether a Claim or Cause of Action is colorable and, only to the extent legally permissible and as provided for in Section 11.1, shall have jurisdiction to adjudicate the underlying colorable Claim or Cause of Action 16.

and, only to the extent regally permissible and as provided for in Section 11.1, shall have jurisdiction to adjudicate the underlying colorable Claim or Cause of Action.

SECTION 10.6(a) RELEASES BY THE DEBTORS. Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, pursuant to section 1123(b) of the Bankrupty Code, for good and valuable consideration, the adequacy of which is hereby confirmed, including the obligations of the Debtors under the Plan and the contributions of the Released Parties are deemed condusively, absolutely, unconditionally and irrevocably, released and discharged by the Debtors, the Reorganized Debtors, and the Estates from any adal IClaims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, the Reorganized Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or to hebalf of the Holder of any Colaim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Chapter 11 Cases, the Debtors, the purchase, sale transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, 

asserted or assertable in the Securities (Lass Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agree-ments relating to M&M Liens, the formulation, preparation, dissemina-tion, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or docu-ment (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement con-templated by the Plan or the reliance by any Released Party on the Plan or templated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in tonnection with the Plan, the Plan or Little Rose Statement, the Plan Settlements, the New Secured Convertible Notes Documents, the New Secured Konevoluments, the Contingent Payment Obligations I Documents, the New Meure Rugiupment Lender Debt Documents, the Exit Facility Documents, the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, I the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and onsummation of the Plan, the Administration and implementation of the Plan or Confirmation Order, including the I issuance or distribution of securities pursuant to the Plan (including, but I not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the treleases set forth in Section 10.6(b) of the Plan (i) shall only be applicable to the maximum extent permitted by law; and (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising I from an act or omission that is judicially determined by a Final Order to as (a) releasing any keleased Parry from Claims of Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these third-party releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankrupty Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances).

arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fradulent or otherwise avoidable transfer or conveyances), willful misconduct, or gross negligence, or (b) releasing any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

SECTION 107. EXCULPATION. Except as otherwise specifically provided in the Plan, DE Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any dail melated to any act or omission in connection with, relating to, or arising out, in whole or in part, from the Petition Date through the Effective Date, of the Chapter IT (ases, the Debtors, the openance, management, transactions, ownership, or operation of the Debtors are parties shall be deemed assumed, unless such contract or Order of the Bankruptcy Court, (ii) previously expired or terminated pursuant a fagreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Llens, and related agreements, instruments, or other documents, the formulation, preparation, dissemination, solicitation, negotiation, interprint, or filing of the Plan (induding the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, document, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement concumentation for the Plan or contemplated by the Plan or the Confirmation Order by the Bankruptcy Court shall constitute approval of the Valence of the Confirmation Order by the Bankruptcy Court shall constitute approval of the Valence of the Plan of the Plan or the lease of other agreement or noncention with the Plan and all all 201 of the Plan and in the Plan and social ited in the control of the Page of the Plan or Confirmation Order in lieu and 1123 of the Bankruptcy Code. Each Executory Contract and Unexpired Lease of such legal opinion) created or entered into in connection with the Plan, assumed or assumed and assigned pursuant to the Plan shall vest in and be fully the Plan Supplement, the Disclosure Statement, the Plan Settlements, enforceable by the applicable Reorganized Debtor or assignee in accordance the New Secured Convertible Notes Documents, the New Secured Notes

eral partners, attorneys, accountants, managed accounts or funds, management companies, fund advisors, investment bankers, consultants, representatives, and other professionals, and such Person's respective heirs, executors, estates, and nominees, each in their capacity as such, and any and all other Persons or Entities that may purport to assert any Cause of Action derivatively, by or through the

"Released Parties" means, collectively: (1) the Debtors; (ii) the Reorganized Debtors; (iii) the Equity Committee and its members that are party to the RSA, solely in their capacities as such; (iv) the Backstop Parties; (v) the Settling Miner Equipment Lenders; (vi) Brown Corporation; (vii) Hollwood LLC; (viii) the Adl Hoc Notobled Group; (vi) the Consenting Ceditors; (vi) the Stat Lenders; (vii) the Notes Agent, solely in its capacity as such; and (viii) with respect to each of the foregoing Persons in clauses (i) through (vii.) all Related Parties. Notwithstanding the foregoing, any Person that opts out of the releases set forth in section 10.6(b) of the Plan shall not be deemed a Released Party thereunder.

uer. *"Releasina Parties"* means collectively and in each case solely in their "Releasing Parties" means collectively, and in each case solely in their capacity as such, the Debtors; (iii) with respect to each of the foregoing Persons in clauses (i) through (iii), all Related Parties; (iv) the Released Parties; (v) the Holders of all Claims or Interests that vote to accept the Plan; (vi) the Holders of all Claims or Interests those vote to accept or the Plan is solicited but that do not vote either to accept or to reject the Plan and

the Plan; (vi) the Holders of all Claims or Interests whose vote to accept or reject the Plan and of not ont or the order the Plan and of anothog the releases set forth herein; (vii) the Holders of all claims or Interests that vote, or are deemed, to reject the Plan and of not ont or out of granting the releases set forth summed to accept the Plan bit on the other of granting the releases set forth seme that were given notice of the opportunity to opt out of granting the releases set forth herein; and (viii) the Holders of all Claims and Interests and all Other Beneficial Downers that were given notice of the opportunity to opt out of granting the releases set forth sements of the Plan (all on top tout. Of granting the releases set forth herein; and (viii) the Holders of all Claims and Interests and all Other Beneficial Downers that were given notice of the opportunity to opt out of granting the releases set forth herein; and (viii) the Holders of all Claims and Interests and all Other Beneficial Downers that were given notice of the opportunity to opt out of granting the releases set forth herein; and (viii) the Holders of all Claims and Interests and all Other Beneficial Downers that were given notice of the opportunity to opt out of granting the releases set forth herein; and (the proposed Cure Amount, and subject to the outce of proposed Cure Amount, or such shorter period as agreed to by the notice of proposed Cure Amount, or such shorter period as agreed to by the countries of proposed Cure Amount, or such shorter period as agreed to by the notice of proposed Cure Amount, or such shorter period as agreed to by the notice of proposed Cure Amount, or such shorter period as agreed to by the notice of proposed Cure Amount, or such shorter period as agreed to by the notice of proposed Cure Amount, or such shorter period as agreed to by the notice of proposed Cure Amount, or such shorter period as agreed to by the notice of proposed Cure Amount, or such shorter period as agreed to by the notice of proposed Cure with its terms, except as modified by any provision of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption or assumption

the New Secured Convertible Notes Documents, the New Secured Notes
Documents, the Contingent Payment Obligations Documents, the New Marrants Agreement, the Rights Offering, the Backstop
Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the
Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including, but not limited to, the
New Common Interests), or the distribution of property under the Plan,
or any other related agreement, except for Claims or Causes of Action arising from an act or omission that is judically determined in a Final Order to
have constituted actual fraud, willful missonaucr or Scauses of Action arising from an act or omission that is judically determined in a Final Order to
have constituted actual fraud, willful missonaucr or the Plan,
the advice of counsel with respect to their duties and responsibilities. The Exculpated Parties shall be entitled to reasonably rely
upon the advice of counsel with respect to their duties and responsibilities. The Exculpated Parties shall be entitled to reasonably rely
upon the advice of counsel with respect to their duties and responsibilities. The Exculpated Parties shall be entitled to reasonably rely
upon the advice of counsel with respect to their duties and responsibilities. The Exculpated Parties shall be entitled to reasonably rely
of Assumed Contracts. The Plan further provides that prior to the Combined
the Hearing, the Debtors shall serve a notice on parties to Executory Contracts of
the Plan Supplement, the Schedule of Rejected Contracts and the Schedule
be deemed to have, participated in good faith and in compliance with all
applicable laws with regard to the solicitation and distribution of, con-

documents necessary to terminate, satisfy, or release any mortgages, deeds of trust, Liens, pledges, and other security interests held by the folders of the M&M Lien Secured Claims, Miner Equipment Lender Secured Claims, the Notes Agent, and/or Convertible Noteholders, including, without limitation, UCC-3 termination statements.

Relevant Definitions Related to Release and Exculpation Provisions:

"Exculpated Parties" means each of the following in their capacity as such, and, in each case, to the maximum extent permitted by law: (i) the Debtors, and (ii) Equity Committee and its members, each solely in their capacity as such, and in each case, to the maximum extent permitted by law: (ii) the Debtors, and order of the Bankrupty Court, Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be filled with the Bankrupty Court, Proofs of Claim with respect to Claims arising from the rejection of a continuation of the Country of an order of the Bankrupty Court, and Claim and Claim Cla Debtors, as applicable, or further notice to, or action, order, or approva of the Bankruptcy Court or any other Entity, and any Claim arising ou of the rejection of the Executory Contract or Unexpired Lease shall be

deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules, if any, or a Proof of Claim to the contrary. UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY

WITH THIS COMBINED HEADING AND THE BANKING TYPE COURT.

6. Plan Supplement. The Debtors will file and serve any supplement to the Planon or before December 8, 2023.

Notice of Procedures with Respect to Reinstated Claims

1. Please take notice that, in accordance with Article 1V of the Plan and

Notice of Procedures with Respect to Reinstace Gains

1. Please take notice that, in accordance with Article IV of the Plan and section 1124 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 7.11 of the Plan, all Other Secured Claims in Class 4 shall be Reinstated. Subject to (i) satisfaction of the conditions set forth in section 7.11 of the Plan, (ii) resolution of any disputes in accordance with section 7.11 of the Plan with respect to the Cure Amounts subject to such disputes, and (iii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall authorize Reinstatement of the Other Secured Claims in Class 4 pursuant to section 1.11 of the Plankruptcy Court Secured Claims in Class 4 pursuant to section 1.11 of the Plankruptcy Court Secured Claims in Class 4 pursuant to section 1.11 of the Plankruptcy Court Secured Claims in Class 4 pursuant to section 1.11 of the Plankruptcy Court Secured Claims in Class 4 pursuant to section 1.11 of the Plankruptcy Court Secured Claims in Class 4 pursuant to section 1.11 of the Plankruptcy Court Secured Claims in Class 4 pursuant to section 1.11 of the Plankruptcy Court Secured Claims in Class 4 pursuant to section 1.11 of the Plankruptcy Court Secured Claims in Class 4 pursuant to section 1.11 of the Plankruptcy Court Secured Claims in Class 4 pursuant to section 1.11 of the Plankruptcy Court Secured Claims in Class 4 pursuant to section 1.11 of the Plankruptcy Court Secured Claims in Class 4 pursuant to section 1.11 of the Plankruptcy Court Secured Claims in Class 4 pursuant to section 1.11 of the Plankruptcy Court Secured Claims in Class 4 pursuant to section 1.11 of the Plankruptcy Court Secured 1.11 of the

De Satisfied of the ECCUPE Date, or UniterNote 35 soul as practicable inferiore, by the Debtors or Reorganized Debtors, as the case may be. UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY

THE BANKRUPTCY COURT. **QUESTIONS:** If you have questions about this Combined Hearing Notice ease contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com ) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc. .10 Exchange, Suite 100, Irvine, CA 92602, (iii) via telephone at (949) 404-4152 U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.), or (iv) visiting ttps://cases.stretto.com/CoreScientific.

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The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Core Scientific Mining LLC (6971); Core Scientific, Inc. (3837); Core Scientific Acquired Mining LLC (6972); Core Scientific Operating Company (5526); Radar Relay, Inc. (0496); Core Scientific Specialty Mining (Oklahoma) LLC (6437); American Property Acquisition; LLC (0825); Stanboard Capital LLC (6677); RADAR LLC (5106); American Property Acquisitions I, LLC (9717); and American Property Acquisitions I, LLC (9717); and American Property Acquisitions I, LLC (19717); and American Property Acquisitions III LLC (3198). The Debtor's croporate headquarters is 210 Barton Corporate Property Acquisitions III LLC (3198). The Debtor's croporate headquarters is 210 Barton Device Placed Science 2006. Science Springs Road, Suite 300, Austin, Texas 78704. The Debtors' service address is 2407 S. Congress Ave. Suite E-101, Austin, Texas 78704.

All capitalized terms used but not defined herein have the meanings ascribed to sem in the Plan, attached as <u>Exhibit A</u> to the Disclosure Statement.